CHRISTOPHER J. CHRISTIE
United States Attorney
Peter Rodino Federal Building
970 Broad Street, Suite 700
Newark, NJ 07102 Tel:
(973) 645-2700 Fax: (973)
645-2702

JOHN C. CRUDEN

Acting Assistant Attorney General
DIANNE M. SHAWLEY

DAVID L. GORDON ALAN
TENENBAUM United States Department
of Justice
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 22044
Tel: (202) 514-0096 Fax:
(202) 616-6583

Attorneys for the United States

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY

In re: Chapter 11
Case Nos. 01-30135 (RG) and 01-3 8790 (RG) G-I
HOLDINGS INC., et al., (Jointly Administered)

G-Is.

/

In re: Chapter 11
Case Nos. 01-30135 (RG) and 01-38790 (RG)
G-I Holdings Inc., et al, (Jointly Administered)

Debtors.

/

UNITED STATES OF AMERICA,
Plaintiff,
And

and

THE STATE OF VERMONT,

Style Definit
Times New Ro
Indent: Left:
pt, After: 12 p
Numbering Sty
Alignment: Ce
at: 0"

Formatted: C
Expanded by /

Formatted: I
Widow/Orphar

Formatted: I
0 pt, Line spa
control

Formatted: C
Expanded by /

Formatted: I
pt, After: 0 pt

Formatted: F
100%, Not Ex
at 12 pt

Formatted: C
Expanded by /

Formatted: S
single, Widow/

Formatted: C
Expanded by /

Formatted: C
pt

Formatted: L
Widow/Orphar

Formatted: C
Expanded by /

Formatted: L
Widow/Orphar

Formatted: N

Formatted: F

Plaintiff-Intervenor,

v. Adversary Proceeding No. 08-2531 (RG)

G-I HOLDINGS INC., et al.,

Defendants.

/

/

CONSENT DECREE AND SETTLEMENT AGREEMENT

TABLE OF CONTENTS ~~**[need to verify and make additions/deletions]**~~

I. JURISDICTION AND VENUE 15
II. APPLICABILITY 15
III. DEFINITIONS 15
IV. ESTABLISHMENT OF VAG SITE INJUNCTIVE TRUST 24
V. CAA AND RCRA INJUNCTIVE RELIEF AT THE VAG SITE 29
A. Installation and Maintenance of Perimeter Gates and Fencing. 29
B. Installation of "Jersey" Barriers. 30
C. Security of On-Site Buildings. 31
D. VAG Site Security Guard. 32
E. Installation and Operation of Meteorological Stations. 36
F. Installation and Operation of Air Monitoring Stations. 36
G. Dust Suppression. 37
H. Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock 38
I. Acceptance of Work 41
VI. TERMS APPLICABLE TO FEDERAL AND STATE VAG MONETARY CLAIMS 42
VII. MECHANISM FOR PAYMENT OF FUTURE VAG RESPONSE COSTS 52
A. Future VAG Response Costs. 52
B. Future Vermont Response Costs. 57
VIII. TERMS APPLICABLE TO THE FEDERAL AND STATE VAG NATURAL RESOURCE DAMAGE CLAIMS 61
IX. TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS AT THE GENERATOR SITES 63
X. TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS FOR LINDEN SITES 67
XI. RECORDKEEPING AND REPORTING REQUIREMENTS 67
XII. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS 69
XIII. FORCE MAJEURE 72
XIV. DISPUTE RESOLUTION 76

Formatted: U
Not Expanded

Formatted: U
Not Expanded

Formatted: N
space betwee
space betwee

Formatted: F

XV. COSTS. 79
XVI. NOTICES 84
XVII. COVENANTS BY THE UNITED STATES 86
A. Section 303 of the CAA and Section 7003 of RCRA. 86
B. Covenant Not to Sue. 88
C. Debtor's Chapter 11 Plan and the United States' Proof of Claim. 89
XVIII. COVENANTS BY VERMONT 90
XIX. RESERVATION OF RIGHTS 91
XX. G-I's COVENANTS 94
A. G-I's Covenants to the United States. 94
B. G-I's Covenants to Vermont. 95
XXI. CONTRIBUTION PROTECTION 96
XXII. RETENTION OF JURISDICTION 97
XXIII. MODIFICATION 98
XXIV. PUBLIC PARTICIPATION 98
XXV. SIGNATORIES/SERVICE 98
XXVI. INTEGRATION 100
XXVII. FINAL JUDGMENT 100
XXVIII. TERMINATION OF INJUNCTIVE RELIEF PROVISIONS 101
XXIX. ATTACHMENTS 102

Formatted: N
space betwee
space betwee
Formatted: F

WHEREAS on January 5, 2001, G-I Holdings Inc. ("G-I") commenced a voluntary case under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Court"). G-I is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 1361 Alps Road, Wayne, New Jersey 07470. ~~I.~~

~~JURISDICTION AND VENUE~~

~~II. APPLICABILITY~~

~~III. DEFINITIONS~~

~~IV. MEASURES TO SECURE THE VAG SITE~~

~~V. SECURITY GUARD~~

~~VI. METEROLOGICAL AND AIR MONITORING STATIONS~~

~~VII. DUST SUPPRESION~~

~~VIII. INVESTIGATION OF OFF-SITE TRANSPORT, SALE AND USE OF MINE TAILINGS AND CRUSHED ROCK~~

~~IX. OFF-SITE ABATEMENT MEASURES~~

~~X. TERMS FOR PAYMENTOF MONETARY CLAIMS~~

~~a. PAST COSTS.~~

~~b. NATURAL RESOURCE DAMAGE CLAIMS~~

~~c. ADJUSTMENT OF PERCENTAGE~~

~~XI. REPORTING REQUIREMENTS~~

~~XII. FORCE MAJEURE~~

~~XIII. DISPUTE RESOLUTION~~

~~XIV. INFORMATION COLLECTION AND RETENTION~~

~~XV. EFFECT OF SETTLEMENT~~

~~XVI. RESERVATION OF RIGHTS~~

Formatted: C
Expanded by /

Formatted: N
space betwee
space betwee

Formatted: F

~~XVII. COSTS~~

~~XVIII. NOTICES~~

~~XIX. RETENTION OF JURISDICTION~~

~~XX. MODIFICATION~~

~~XXI. TERMINATION~~

~~XXII. PUBLIC PARTICIPATION~~

~~XXIII. SIGNATORIES/SERVICE~~

Formatted: Footer

Formatted: Font: 12 pt

On August 3, 2001, G-I's subsidiary, ACI Inc. ("ACI," and together with G-I, the "Debtors") commenced a voluntary case under chapter 11 of the Bankruptcy Code. Thereafter, an order directing the joint administration of the Debtors' chapter 11 cases was entered on October 10, 2001. The cases are administered under the caption In re G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-30135 and 01-38790 (RG) (Jointly Administered) (the "Bankruptcy Cases"). The Debtors continue to be authorized to operate their businesses and to manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, Plaintiff, the United States of America ("United States"), by the authority of the Attorney General of the United States ~~and through the undersigned attorneys~~, and acting at the request of the Administrator of the United States Environmental Protection Agency ("EPA"), filed ~~a~~an Adversary Complaint (the "Complaint") on November 5, 2008, against G-I ~~Holdings Inc., et al, ("G-I")~~ for declaratory and injunctive relief pursuant to the Declaratory Judgment Act, 28 U.S.C ~~§~~. § 2201(a); Section 303 of the Clean Air Act ("CAA § 303"), 42 U.S.C. § 7603; and Section 7003 of the Solid Waste Disposal Act, commonly known as the Resource Conservation and Recovery Act ("RCRA § 7003"), 42 U.S.C. § 6973, in connection with the Vermont Asbestos Group Mine Site ("VAG Site") in Lowell and Eden, Vermont;

WHEREAS, the ~~United States'~~ Complaint requested that the Court direct G-I to take immediate ~~and appropriate~~ action at the VAG Site to abate conditions ~~which are alleged to~~that the United States alleges present, or may present, an imminent and substantial endangerment to public health, welfare, and the environment, within the meaning of CAA § 303 and RCRA § 7003~~,~~ and implementing federal and state regulations;

WHEREAS, the State of Vermont ("Vermont") has worked cooperatively with the United States in seeking injunctive relief at the VAG Site, has alleged causes of action and claims that share a common question of law or fact with the United States' causes of action and claims, and ~~has executed~~desires to resolve its claims against G-I through participation as a party in this Consent Decree and Settlement Agreement ~~("Agreement") as a demonstration of its approval of~~(the ~~terms of this settlement with G-I;~~"Consent Decree");

WHEREAS, ~~G-I is a corporation organized and existing under the laws of the State of Delaware, with a principal place of business located at 1361 Alps Road, Wayne, New Jersey 07470. G-I is the successor by merger to GAF Corporation ("GAF") and filed a voluntary~~

~~petition for reorganization under Chapter 11 of the Bankruptcy Code (11 U.S.C. §§ 101, et seq.) with this Court on January 5, 2001. GAF Corporation was created in the 1967 merger of~~ the Ruberoid Company ("Ruberoid") ~~and~~ merged into the General Aniline & Film Corporation~~. In~~ in 1967, and in 1971, General Aniline changed its name to GAF Corporation ("GAF~~");~~"). GAF Corporation liquidated in 1989 and transferred its building material and roofing assets and liabilities to Edgecliff Inc. G-I is the successor in interest to Edgecliff Inc.;

WHEREAS, in its Complaint, the United States alleges that from 1936 to 1975, G-~~I~~ ~~through its~~I's predecessors mined and milled asbestos at the VAG Site by mechanically separating asbestos fibers that are embedded in ore-bearing rock~~;~~ and that a significant portion of the Site acreage is contaminated by asbestos-containing waste rock and mill tailings that accumulated during G-I's predecessors' operation and under ~~G-I's~~ their direction~~. Further, the United States~~, and further alleges that prior to the sale of the property, G-~~H~~I's predecessors failed to take significant action to mitigate or minimize the ongoing environmental and public health consequences of its milling and disposal practices;

WHEREAS, the United States alleges that G-I is liable pursuant to CAA § 303 and RCRA § 7003 and state environmental law as a prior owner and operator of a pollution source; as a person causing or contributing to the alleged pollution; and/or as a person ~~accountable to the public~~responsible for ~~its~~the past handling, storage, and disposal of solid waste and has requested that this Court enjoin G-I to take immediate action to abate the alleged endangerment to public health, welfare, and the environment posed by the VAG Site;

~~WHEREAS, G-I denies any liability for injunctive relief arising out of the transactions or occurrences alleged in the Complaint and, upon being informed of the United States' allegations,~~

~~G-I has worked cooperatively with the United States and Vermont to determine and implement the appropriate abatement measures at the VAG Site in an expedited manner and without resort to litigation;~~

WHEREAS, the United States, on behalf of EPA, the United States Department of the Interior ("DOI"), and the National Oceanic and Atmospheric Administration ("NOAA~~");~~") contends that G-I is liable under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., for response costs and natural resource damages incurred and to be incurred by the United States in the course of responding to releases and threats of releases of hazardous substances into the environment at (i) the VAG Site; ~~at~~ (ii) the GAF ~~Chemical~~ Chemicals Site, the LCP Chemicals Inc. Superfund Site, and the Diamond Alkali Site (collectively, the "Linden Sites"); and (iii) eight ~~(8)~~ additional Sites where G-I is alleged to be a generator (collectively, the "Generator Sites"), each as ~~identified~~further described in Attachment ~~#~~ 1 ~~("~~("the "Site Inventory"), attached and incorporated herein by reference;

WHEREAS, on October 14, 2008, the United States filed in the Bankruptcy Cases its Proof of Claim and Protective Proof of Claim of the United States of America, on Behalf of the United States Environmental Protection Agency, the National Oceanic And Atmospheric Administration, and the United States Department of the Interior, Fish and Wildlife Service (Claim No. 1509) (the "US Proof of Claim"), which Proof of Claim asserted a claim for the costs and damages described in the prior paragraph (the "US Monetary Claim");

WHEREAS, the US Proof of Claim states the United States' position that G-I must perform the injunctive relief sought in the Complaint;

WHEREAS, Vermont contends that G-I is liable (i) under ~~the Comprehensive Environmental Response, Compensation and Liability Act ("~~CERCLA~~"), 42 U.S.C. § 9601 et seq.,~~ for response costs and natural resource damages incurred and to be incurred by Vermont in the course of responding to releases and threats of releases of hazardous substances into the

environment at and from the VAG Site, ~~and~~ (ii) under 10 V.S.A. §§ 1259, 1274, 6601a, 6615 and 6616 for the costs of investigation, removal and remedial action incurred and to be incurred in the course of responding to releases and threats of releases of hazardous materials into the environment and to the unauthorized discharge of waste into waters of the State at and from the VAG Site, and (iii) for public property destroyed, damaged or injured by the release of hazardous materials and the unauthorized discharge of waste into waters of the State at and from the VAG Site;

WHEREAS, ~~the United States and~~ Vermont ~~have individually~~ filed ~~a Proof of Claim~~ in ~~In Re: G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-301-35 and 01-3 8790~~

~~(RG)(U.S.~~ the Bankruptcy ~~Court, D. of N.J.),~~Cases proofs of claim (Claim Nos. 1157, 1158 and 1159) (the "Vermont Proofs of Claim") for the costs and damages described in the ~~two preceding paragraphs ("Monetary Claims") at the VAG Site; and the United States has filed a Proof of Claim for response costs and/or natural resource damages for the Linden Sites and Generator Sites;~~prior paragraph (the "Vermont Claim");

~~WHEREAS, the Proofs of Claim state the position of the United States and Vermont that G-I must perform the injunctive relief sought in the Complaint;~~

WHEREAS, G-I disputes the amount and the basis for the United States' and Vermont's Proofs of Claim, and, but for this ~~Agreement~~Consent Decree, would object to the Proofs of Claim, in whole or in part;

WHEREAS, ~~G-I seeks, to~~ the ~~maximum extent permitted by law,~~Debtors deny any liability to ~~obtain protection~~the United States, EPA, DOI, NOAA, the State of Vermont or any other federal or state agency arising out of the transactions or occurrences alleged in the US Proof of Claim, the Vermont Proof of Claim , the Complaint, or any other submission, filing, or document prepared by the United States or the State of Vermont in connection with this proceeding and denies that conditions at or emanating from the VAG Site present or may present an imminent and substantial endangerment to public health, welfare, or the environment;

WHEREAS, upon being informed of the United States' allegations, G-I has worked cooperatively with the United States and Vermont to reach the settlement set forth in this Consent Decree and to determine and implement abatement measures at the VAG Site in an expedited manner and without resort to litigation;

WHEREAS, Debtors seek, through the resolution of environmental liabilities for the

VAG Site, the Linden Sites, and the Generator Sites as set forth herein, to obtain protection to the maximum extent permitted by law from and against all claims related to the VAG Site, the Linden Sites, and the Generator sites that have been asserted ~~for injunctive relief and response costs;~~

~~WHEREAS,~~ or could have been asserted by the United States~~, the State of~~ or Vermont for injunctive relief or response costs;

WHEREAS, the United States, Vermont, and G-I ("the Parties") recognize, and the Court by entering this ~~Agreement~~Consent Decree finds, that this ~~Agreement~~Consent Decree has been negotiated by the Parties in good faith and at arm's length, and is fair, reasonable, consistent with the goals of the CAA, RCRA ~~and~~, CERCLA, and their implementing regulations, and that its entry is in the best interests of the Parties and is in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I (Jurisdiction and Venue), and with the consent of the Parties,

IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

I. ~~I.~~ JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Section 303 of the Clean Air Act, 42 U.S.C. § 7603; Section 7003 of RCRA, 42 U.S.C. § 6973; Sections 107(a), 107(f) and 113(b) of CERCLA, 42 U.S.C. §§ 9607(a), 9607(f) and 9613(b); and 28 U.S.C. §§ 1331, 1345, 1355 and 1367, and over ~~G-I~~the Parties. By appearing and asserting claims in this proceeding, Vermont has submitted to the jurisdiction of this Court for all purposes related to this Consent Decree, including any proceedings to enforce this Consent Decree or to resolve any disputes arising under this Consent Decree, and has waived any objections to jurisdiction based on sovereign immunity or the Eleventh Amendment.

2. Venue is proper in the District of New Jersey pursuant to Section 303 of CAA, 42 U.S.C. § 7603; Section 113(b) of CERCLA, 42 U.S.C. § 9613(b); and 28 U.S.C. §§ 1391(b~~) and~~), § 1391(c), and 1395(a), because G-I conducts business in this district and has sought bankruptcy protection here.

II. ~~II.~~ APPLICABILITY

3. The obligations of this ~~Agreement~~Consent Decree apply to and are binding upon the United States, the State of Vermont, and ~~upon~~ G-I, as defined herein, and to any of ~~its~~G-I's successors and assigns~~, including ISP Environmental Services, Inc~~.

4. In any action to enforce this ~~Agreement~~Consent Decree, G-I shall not raise as a defense the failure by any of its officers, directors, employees, agents, contractors, or corporate affiliates or subsidiaries to take any actions necessary to comply with the provisions of this ~~Agreement which~~Consent Decree that are applicable to such ~~Party~~person unless or except as provided in Section ~~X~~XIII (Force Majeure).

III. ~~III.~~ DEFINITIONS

5. Terms Defined by Statute and/or Regulation. Terms used in this ~~Agreement~~Consent Decree that are defined in the CAA, CERCLA, RCRA, the U.S. Bankruptcy Code, 11 U.S.C. § 101, et seq., and Vermont state statutes, or in federal and state regulations promulgated pursuant to those statutes~~, and the U.S. Bankruptcy Code, 11 U.S.C~~ and shall have the meanings assigned to them there, unless otherwise provided in this Consent Decree. In the event that a term is defined in both federal and Vermont statutes or regulations, the term shall have the meaning provided by federal law.

Formatte 100%, No at 12 pt

Formatte Outline nu Style: 1, 2 + Aligned at: 0", W

Formatte Expanded

Formatte Expanded

Formatte Expanded

Formatte Expanded

~~§ § 101, et seq. ,shall have the meanings assigned to them there, unless otherwise provided in this Agreement.~~

6. ~~6.~~ Other Defined Terms. Whenever the terms set forth below are used in this ~~Agreement~~Consent Decree, the following definitions shall apply:

a. ~~(~~"Additional Sites" shall mean those Sites, including but not limited to the Sites listed on Attachment 5, for which G-I or its predecessors received a~~.)~~ notice of liability, request for information, or reached a settlement with the United States or other responsible party prior to the Lodging Date.

b. "Allowed General Unsecured Claim" shall mean a non-priority, general unsecured ~~Claim~~claim against G-I in the Bankruptcy Cases that is not subject to objection and is allowed in accordance with the provisions of the Bankruptcy Code.

~~(b.)~~c. "ANR" shall mean the Vermont Agency of Natural Resources.

~~(c.)~~d. "Asbestos product" shall mean milled and friable asbestos.

~~(d.) "Assumption of Liability Agreement" shall mean...~~

e. "Acknowledgment of Liability Agreement" shall mean the Acknowledgement of Liability Agreement, dated _____, and attached hereto as Attachment 6, whereby ISP Environmental Services, Inc. ("IES") acknowledged any and all environmental liabilities of the Debtors, GAF, GAF Chemicals Corporation, or their subsidiaries and affiliates to the United States for the Linden Sites, subject to IES's defenses and conditioned upon the United States' consideration as stated in the Acknowledgement of Liability Agreement.

f. "Consent Decree Effective Date" shall mean the later of (i) the date that the order of the Bankruptcy Court entering this Consent Decree becomes a final, non-appealable order, and (ii) the Plan Effective Date..

~~(e.)~~g. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this ~~Agreement, where~~Consent Decree, when the last day would fall on a Saturday, Sunday, ~~or~~ federal holiday, or Vermont holiday the period shall run until the close of business of the next business day.

~~(f.)~~h. " "Entry Date" shall mean the date that this ~~Agreement~~Consent Decree is entered by an order of the Bankruptcy Court, following the completion of the public comment period required by Section ___XXV hereof, and the filing by the United States of a motion to enter this ~~Agreement~~Consent Decree.

~~(g.) "Future VAG Response Cost Claim" shall mean the claims of the United States on behalf of EPA and the claims of the State of Vermont, under CERCLA and/or any other federal or state law, for reimbursement of VAG Future Response Costs incurred after October 15, 2008, at or in connection with the VAG Site, including the VAG Off-Site Locations.~~

i. "Generator Sites" shall mean the sites at which G-I has been identified as a potentially responsible party listed in Paragraph 61 of this Consent Decree.

j. "G-I" shall mean G-I Holdings, Inc. ~~and those related~~

~~(h.)~~k. "G-I Affiliated Entities" shall mean the entities ~~that filed voluntary petitions for relief in In Re: G-I Holdings Inc., et al. (f/k/a/ GAF Corporation), Case Nos. 01-301-35 and 01-38790 (RG)(U.S. Bankruptcy Court, D. of N.J.).~~listed on Attachment 5 to this Consent Decree.

~~(i.)~~l. "Interest" shall mean the statutory rate of interest set forth at 26 U.S.C. § 9507, compounded annually on October 1 of each year.

m. "Linden Sites" shall mean the GAF Chemicals Site, the LCP Chemicals Inc. Superfund Site, and the Diamond Alkali Site.

n. "Lodging Date" shall mean the later of (i) the date that this ~~Agreement~~Consent Decree and Settlement Agreement is initially filed by the United States with the ~~—~~ Bankruptcy Court prior to the commencement of the public comment period required by Section ~~—~~XXV hereof, or (ii) the date that the Bankruptcy Court approves G-I's entry into this Consent Decree and authorizes G-I to undertake those obligations set forth therein which are tied to the Lodging Date.

o. "Monetary Claims" shall mean all claims by the United States or Vermont against G-I for past or future response costs or Natural Resource Damages (including assessment costs) incurred at or in connection with (i) the VAG Site, (ii) the Linden Sites or (iii) the Generator Sites.

~~(j.)~~p. "National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Contingency Plan codified at 40 C.F.R. pt. 300.

~~(k.)~~ "On-Site Log" shall mean a written daily log maintained by the VAG security guard ~~which~~that contains notations of daily and periodic activity, inspection results, and personal

observations.

~~(l.)~~q. ~~"The Parties" shall mean the United States, on behalf of the federal environmental agencies named in this Agreement, the State~~ of ~~Vermont, and G-I~~the condition of the VAG Site.

~~(m.)~~r. "Paragraph" shall mean a portion of this ~~Agreement~~Consent Decree identified by an Arabic numeral.

~~(n.)~~s. "Part" shall mean a portion of the ~~Agreement~~Consent Decree identified ~~as~~by a capital letter.

t. "Plan Dollars" shall mean dollars paid in satisfaction of claims filed in the Debtors' bankruptcy proceeding, which shall equal 8.6 percent of the allowed claim.

~~(o.)~~u. "Plan Effective Date" shall mean the effective date of ~~such~~any plan of reorganization for ~~G-I as shall hereafter be~~the Debtors that is confirmed by the Bankruptcy Court.

~~(p.)~~v. "Preliminary Period" shall mean the period commencing 15 days after the Lodging Date, and ending on the last day of the calendar month in which the ~~Plan~~Consent Decree Effective Date occurs.

~~(q.)~~w. "Section" shall mean a portion of this ~~Agreement~~Consent Decree identified by a Roman numeral.

~~(r.)~~x. "Settlement Year" for numbers greater than one shall mean the twelve month period commencing on ~~January 1st,~~the first day following the conclusion of the prior Settlement Year.

y. "Settlement Year One" shall mean the one year period commencing on the first day following the ~~Plan Effective Date~~end of the Preliminary Period.

z. "Site" shall mean and ~~ending~~include (i) for those sites now or hereafter included on ~~December 31 of that year~~the National Priorities List ("NPL"), all areas of the site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any affected natural resources, or (ii) for those sites or portions of sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances.

~~(s.)~~aa. "Statement of Work" or "SOW" shall mean the Statement of Work attached as Attachment 2 to this Consent Decree and incorporated herein.

~~(t.)~~bb. "Trust Administrative Costs" shall mean the costs of administering the Injunctive Trust and not any of the costs incurred in connection with the ~~work actually~~Work required under this ~~Agreement~~Consent Decree and ~~Settlement Agreement.~~the SOW. Trust Administrative Costs shall include the ~~trustee's~~Trustee's fees and out of pocket expenses, the necessary costs of accountants or lawyers retained ~~by~~to advise the ~~trustee~~Trustee, and the costs of any insurance procured by the ~~trustee~~Trustee.

cc. ~~(u).~~ Trust Agreement means the "Custodial Trust Agreement for the Vermont Asbestos Group Site" attached as Attachment 4 to this Consent Decree and fully incorporated by reference herein.

dd. "Trustee" shall mean the individual(s) designated by G-I, with the approval of EPA in

consultation with the State of Vermont, to administer the Injunctive Trust.

~~(v.)~~ee. "United States" shall mean, individually and collectively, the United States and each of its agencies, including without limitation the Environmental Protection Agency ("EPA"), the United States Department of the Interior ~~("~~("DOI"), and the National Oceanic and Atmospheric Administration ("NOAA").

~~(w.) "Work" shall mean all injunctive relief activities G-I is required to perform under this Agreement.~~

~~(x.)~~ "VAG Future Response Costs" shall mean all costs, including but not limited to direct and indirect costs, that the United States ~~and/~~or Vermont incur after October 15, 2008 in connection with the VAG Site. VAG Future Response Costs shall include all costs not inconsistent with the ~~National Oil and Hazardous Substances Pollution Contingency Plan ("National Contingency Plan" or "~~NCP~~"), 33 U.S.C. § 1321(c),~~, which may include, but are not limited to~~:~~, payroll costs, costs incurred by the United States ~~and~~or Vermont and their representatives

ff. (including contractors) under or in connection with a contract or arrangement for technical assistance in connection with the VAG Site, travel costs, laboratory costs, enforcement costs, community relations costs, enforcement and legal support costs~~;~~, records management costs, technical support costs, interagency and intergovernmental agreement costs (including ATSDR costs), costs under a cooperative agreement with the State, and data management costs.

gg. "VAG Future Response Cost Claim" shall mean the claims of the United States and the claims of the State of Vermont, under CERCLA or any other federal or state law, for reimbursement of VAG Future Response Costs.

~~(y.)~~hh. "VAG NRD Claims" shall mean the claims of (i) the United States on behalf of ~~the Department of the Interior~~DOI and ~~of~~NOAA and (ii) the State of Vermont, under CERCLA and/or any other federal or state law, including common law, for damages to natural resources resulting from or relating to the VAG Site, including the VAG Off-Site Locations.

~~(z.)~~ii. "VAG NRD Trustees" shall mean the ~~United States Department of the Interior and the State of Vermont, the~~federal and state agencies ~~which~~that have trust responsibilities for natural resources, including without limitation DOI, NOAA, and the State of Vermont.

jj. ~~(aa.)~~ "VAG Off-Site Locations" ~~means~~shall mean locations to which hazardous substances that originated at the VAG Site have, or may have, come to be located.

kk. ~~(bb.)~~ "VAG Site shall mean EPA I.D. # 0 1ED, and shall also include all locations where materials generated or created at EPA I.D. # 0 1ED have come to be located.

~~(cc.) "Vermont Interest" shall mean the statutory rate of interest set forth at 9 V.S.A. §41a(a).~~

ll. ~~IV.~~ "VAG Site Map" means that map of the VAG Site depicting, among other things, locations at which certain Work shall be performed, attached as Attachment 3 to this Consent

Decree and fully incorporated by reference herein.

mm. "Work" shall mean all injunctive relief activities G-I or the Trust is required to perform under this Consent Decree and the SOW.

IV. ESTABLISHMENT OF VAG SITE INJUNCTIVE TRUST

7. By no later than fifteen days following the Lodging Date ~~of this Agreement~~, G-I shall establish ~~and fund~~ an Injunctive Trust (the "Trust" and/or "Trustee") to accomplish the injunctive relief ("Work") required pursuant to Section V of this ~~Agreement. The decision to use an injunctive trust to perform Work is solely G-I's and nothing in this Agreement shall be construed to alter the nature of the injunctive relief being provided by G-I, or to relieve G-I of its obligation to comply with~~

Formatte Expanded
Formatte pt, Line sp
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded

7. ~~this Agreement. Any references to "funding" in this Agreement are solely for purposes of establishing costs caps for the Work required to be performed.~~Consent Decree and fund the Trust in accordance with Paragraph 9. The Trust shall select and utilize one or more designated contractors ("Contractor") to implement the Work ~~required on behalf of G-I.~~ G-I' s selection of the Trustee and the Trustee's selection of the Contractor(s) shall be subject to written approval by EPA, in consultation with Vermont. The ~~Contractor~~ Trust shall perform all Work required by the SOW, and such work shall be performed in accordance with the ~~Statement of Work ("SOW"), Attachment #2 ("VAG Statement of Work") to this Agreement, approved by EPA, in consultation with Vermont, and attached and incorporated herein by reference.~~SOW. G-I shall provide funds to the Trust on a periodic basis, as ~~necessary and from time~~provided in Paragraph 9 and in the Trust Agreement , to ~~time, to~~allow the Trust to timely and fully meet its obligations pursuant to this ~~Agreement.~~Consent Decree. All activities undertaken by the Trust ~~on behalf of G-I~~ pursuant to ~~this~~the Trust Agreement shall be performed in accordance with the requirements of all applicable federal and state laws and regulations.

8. ~~8.~~ G-I's only obligations with respect to the Trust and the Work shall be to (i) establish the Trust and select the Trustee, subject to approval by EPA in consultation with VANR; (ii) fund the trust in accordance with Paragraph 9; and (iii) to undertake the tasks specifically assigned in G-I in Part V.H. G-I, EPA, and VANR shall not be or be deemed to be owners, operators, trustees, partners, agents, shareholders, officers, or directors of the Trust. The Trust shall not be deemed to be the successor to any liabilities of G-I or its affiliates listed on Attachment 5 to the Consent Decree, or of any other person, provided that the foregoing shall not affect the Custodial Trust's obligations under this Consent Decree to perform the Work.

9. G-I shall provide funding to the Trust for purposes of implementing the Work under

Section V ("CAA and RCRA Injunctive Relief at the VAG Site"), as set forth below:

a. ~~As of 15 days after~~Upon the ~~Lodging Date, which is~~ establishment of the ~~start of the "Preliminary Period,"~~Trust, G-I shall ~~provide initial funding~~ transfer an Initial Contribution of $50,000 to the ~~Injunctive~~ Trust ~~in~~.

~~a.~~b. Within thirty days of the Lodging Date, the ~~amount of $350,000, not~~Trustee shall prepare a plan for the Work to be performed during the Preliminary Period, including ~~Trust Administrative Costs.~~an estimate of the cost of performing the Work planned for the Preliminary Period, and shall submit the plan to EPA for review and approval in accordance with Section XII. While EPA is reviewing the plan, the Trust shall diligently proceed to make all necessary preparations for performance of the Work. Within seven days of EPA's approval of the plan and the Trustee's certification that the Trust is ready and able to perform the Work planned for the Preliminary Period, including having the necessary contractors, permits, and all other preconditions for commencing the planned Work in place, G-I shall transfer funds to the Trust equal to the estimate for performing the Work planned for the Preliminary Period less the balance of funds held by the Custodial Trust as of the date of the certification. In no event shall G-I's total obligation to fund Work during the Preliminary Period exceed $350,000, exclusive of Trust Administrative Costs.

~~b.~~c. ~~During~~After the Preliminary Period, G-~~I's obligation~~I shall be obligated to ~~provide~~continue funding ~~to~~ the Injunctive Trust~~, other than for~~ as set forth and subject to the limitations in the Trust ~~Administrative Costs, shall be~~ Agreement and as limited ~~to the amount of $350,000, not including Trust Administrative Costs.~~by the maximum funding obligations set forth in Paragraph 9.d through 9.k.

~~c.~~d. During Settlement Year One, G-I's obligation to provide funding to the ~~Injunctive~~

Trust, other than for Trust Administrative Costs, shall be limited to the amount of $1,000,000 less such amounts as were funded to the Trust during the Preliminary Period. Thus, if $350,000 in funding is provided by G-I to the ~~Injunctive~~ Trust during the Preliminary Period, the maximum funding G-I shall be obligated to provide to the ~~Injunctive~~ Trust for Settlement Year One shall be $650,000.

~~d.~~e. During each of Settlement Years Two, Three, Four, Five, Six and Seven, G-I's obligation to provide funding to the ~~Injunctive~~ Trust, other than for Trust Administrative Costs, shall be limited to an annual cost cap of $1,000,000.

Formatte
Expanded

Formatte
Expanded

Formatte
Expanded

~~e.~~f. During Settlement Year Eight, G-I's obligation to provide funding to the ~~Injunctive~~ Trust, other than for Trust Administrative Costs, shall be limited to $750,000.

~~f.~~g. Once the annual cost caps set forth above have been reached, G-I shall be under no further obligation to provide funding to the Injunctive Trust for ~~such period, provided, however, that the annual and total aggregate cost caps described in this Section IV shall only apply if the Work is completed in a satisfactory manner, in compliance with this Agreement, the SOW and any applicable Work Plan, and all applicable deadlines have been met, as determined by EPA, in consultation with Vermont~~that Settlement Year.

~~g.~~h. G-I's obligation under this Consent Decree to provide funding to the ~~Injunctive~~ Trust for Site Security under Part C below shall be subject to an aggregate cost cap of $250,000~~, for the life of the Agreement~~.

~~h.~~i. G-I's obligation under this Consent Decree to provide funding to the ~~Injunctive~~ Trust for Air and Meteorological Monitoring and Dust Suppression under Parts E through G below shall be subject to an aggregate cost cap of $2,500,000 ~~for the life of the Agreement.~~(the "Monitoring and Dust Suppression Cap").

~~i.~~j. G-I's obligation under this Consent Decree to provide funding to the ~~Injunctive~~ Trust for Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock under Part I below shall be subject to an aggregate cost cap of $5 ~~million for the life of the Agreement~~,000,000.

~~j.~~k. In the event that the ~~Parties fail~~total funding provided by G-I to ~~meet any annual cost cap~~ the Trust under this Paragraph ~~8~~9 in any Settlement Year~~,~~ is less than the ~~unexpended funds shall remain~~annual cap set forth in ~~the Injunctive Trust and shall be carried over for expenditure in the following Settlement Year, and~~subparagraphs d, e, or f,

the cost cap for the following Settlement Year shall be increased by ~~that~~ the amount by which the funding provided by G-I in the prior year was less than the cost cap for that year, provided, however, that any amounts carried over from a previous Settlement Year shall not affect the aggregate cost cap applicable to any category of Work.

10. ~~9. G-I~~The Trustee shall provide an annual accounting of all Trust expenditures, along with documentation adequate to demonstrate that ~~G-I~~the Trust has met the requirements for completion of injunctive relief and funding under this ~~Agreement. G-I shall have the burden of demonstrating that the obligations of this Agreement are met~~Consent Decree.

V. ~~V.~~ CAA AND RCRA INJUNCTIVE RELIEF AT THE VAG SITE ~~A.~~

A. Installation and Maintenance of Perimeter Gates and Fencing.

11. ~~10.~~ By no later than ~~June 1, 2009~~thirty days after the Lodging Date, the Trust shall install chain-link gates and fencing extending beyond the gates so as to restrict passage around the gates on either side, in accordance with the SOW ~~(Attachment #2).~~ The gates shall be installed at approximately the locations ~~specifically~~ identified on the ~~Site map, Attachment #3 (“~~VAG Site Map~~”) to this Agreement, attached to and incorporated herein by reference~~.

12. ~~11.~~ Beginning immediately upon completion of installation of the chain-link gates and fencing, the Trust shall ~~implement~~begin inspecting the ~~measures set forth~~ gates and fencing in ~~Part D. (VAG Site Security Guard), below~~accordance with Paragraph 22 to ensure that the perimeter gates and attached fencing are maintained in good operating condition, through termination of this Section V ~~of this Agreement~~.

B. ~~B.~~ Installation of “Jersey” Barriers.

13. ~~12.~~ As soon as Site conditions allow, but by no later than ~~June 1, 2009~~sixty days following the Lodging Date, the Trust shall take measures to prevent vehicular access to the top of the Eden Mine Tailings Pile by installing concrete barriers (“Jersey Barriers” or their equivalent) in accordance with the attached SOW, at approximately the locations indentified on the VAG Site Map.

~~concrete barriers (“Jersey Barriers” or their equivalent) in accordance with the attached SOW, at locations specifically indentified in the Site map, Attachment #3.~~

14. ~~13.~~ Beginning immediately upon completion of installation of the Jersey Barriers ~~(or equivalent),~~ the Trust shall implement measures set forth in ~~Part D. (Security Guard), below~~Paragraph 22 to ensure that the barriers are maintained in good condition, until ~~completion~~termination of the ~~Work required under this Agreement~~Injunctive Trust.

C. ~~C.~~ Security of On-Site Buildings.

~~14.~~ By no later than ~~June 1, 2009~~ sixty days after the Lodging Date, the Trust shall secure the on-site buildings as set forth in the SOW. The buildings~~,~~ designated on the VAG Site Map ~~(Attachment # 3),~~ will be boarded

15. up and padlocked. In addition, the Trust shall remove the readily-~~identified~~identifiable Asbestos Product from the areas around the building perimeters and secure the Asbestos Product on-site, as designated in the SOW~~, and/or addendums to the SOW.~~. The Trust will also take measures to ensure that the buildings containing Asbestos Product maintain sufficient integrity to prevent ~~their~~a material release of Asbestos Product to the environment.

~~15.~~16. Beginning immediately upon completion of the work in Paragraph ~~14.~~0, the Trust shall take measures set forth in ~~Part D, (VAG Site Security Guard), below~~Paragraph 22 to ensure that the buildings remain secure through termination of ~~Section V of this Agreement~~the Trust.

D. ~~D.~~ VAG Site Security Guard.

~~16.~~17. By no later than ~~May 1, 2009~~thirty days after the Lodging Date, the Trust shall retain ~~one full-time person~~an individual or firm to perform security work at the Site ("Security ~~Guard"),~~Contractor") and to generally oversee security of the Site through termination of ~~Section V of this Agreement~~the Injunctive Trust, as specified in the SOW. ~~G-I's~~The Trust's selection of the Security ~~Guard~~Contractor shall be subject to the written approval of EPA, in consultation with Vermont.

~~17.~~18. The Security ~~Guard~~Contractor shall ~~be on duty~~provide a security presence at the Site based on a seasonal schedule, as specified in the SOW.

~~18.~~19. The Security ~~Guard~~Contractor shall provide one or more guards to patrol on foot or by vehicle, as appropriate, the designated "patrol circuit" ~~as determined by EPA, in consultation with Vermont, and as specifically~~ identified ~~in~~ on the VAG Site Map ~~(Attachment # 3), and~~. The Security Contractor shall maintain the written results of the ~~inspections~~patrols in the On-Site Log, as required by the SOW.

~~19.~~ Operations. The Trust shall install and maintain a ~~Mobile Office~~mobile office and/or ~~Trailer~~ trailer at the VAG Site, at approximately the location ~~specifically~~ identified ~~in~~on the VAG Site Map~~, Attachment #3~~. The trailer shall serve as an operating office and communication center for the ~~VAG~~ Security ~~Guard~~

20. ~~and~~Contractor while present on-site and as the repository for the On-Site Log(s), all maintenance records, and any other documentation ~~sufficient to demonstrate that G-I is complying with~~required to be maintained under the terms of this ~~Agreement~~Consent Decree.

~~20.~~21. OSHA Compliance. The contract retaining the Security ~~Guard shall~~Contractor shall require the Security Contractor to comply with all applicable Occupational Safety and Health Administration ("OSHA") regulations and ~~the~~ Vermont Occupational Safety and Health Administration ("VOSHA") regulations. Nothing contained in this ~~Agreement~~Consent Decree, the SOW, any applicable Work Plan, or Health and Safety Plan ("HASP") shall relieve the ~~Trust~~Security Contractor of its ~~liability~~responsibility in this regard.

~~21.~~22. Physical Inspections. In accordance with a "patrol circuit" as set forth in the ~~attached~~ SOW, and to the extent reasonably feasible, the Security ~~Guard~~Contractor shall conduct daily physical inspections of the exterior gates and fencing and weekly inspections of the ~~Site buildings.~~Jersey Barriers and Site buildings. The Security Contractor shall document in the On-Site Log the inspection results and repairs determined to be necessary to ensure continued compliance with the terms of this Consent Decree through termination of this Section V.

~~22.~~23. Maintenance of On-Site Log. The Security ~~Guard~~Contractor shall maintain a written daily log~~,~~ with notations of daily and periodic activity, inspection results, and other observations~~,~~ and shall make the log available for inspection by EPA, other federal personnel, and Vermont personnel ~~upon request and~~ with appropriate identification upon request.

~~23.~~24. Submission of periodic reports. The Security ~~Guard~~Contractor shall compile and integrate the information collected through patrols and inspections and shall provide it in a monthly progress report to EPA and Vermont, as set forth in the ~~attached~~ SOW~~,~~ and in ~~accordance~~

Formatte Outline nu Style: 1, 2 + Aligned at: 0", Wi space betv adjust spa
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte pt
Formatte Expanded
Formatte Expanded
Formatte
Formatte
Formatte
Formatte
Formatte
Formatte
Formatte
Formatte
Formatte
Formatte

~~with the requirements specified in~~ Section ~~__~~ (XI (Recordkeeping and Reporting Requirements).

~~24.~~25. Interim Special Reports. The Security ~~Guard~~Contractor shall provide ~~timely~~prompt notice to EPA, Vermont, and the appropriate law enforcement authorities of any unusual activity at the ~~Site,~~VAG Site, including any breach of security on-site, and shall be responsible for alerting emergency response teams in a prompt manner, as necessary, to address any environmental, public health, or safety emergencies at the Site.

Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded
Formatte Expanded

~~including any breach of security on-site, and shall have full responsibility for alerting emergency response teams in a timely manner, as necessary to address any environmental, public health, and/or safety emergencies at the Site.~~

E. ~~E.~~ Installation and Operation of Meteorological Stations.

26. ~~25.~~ By no later than May 1, 2010, 120 days after the Lodging Date, or 60 days after the Consent Decree Effective Date, whichever is latest, the Trust shall install three ~~(3)~~ meteorological stations ~~on-site, at~~ at the VAG Site in approximately the locations designated~~,~~ on the VAG Site Map and in accordance with the requirements~~,~~ set forth in the ~~attached~~ SOW. The Trust shall continuously operate the meteorological stations from May 1 through November 1~~, (beginning on May 1, 2010), for a period of 7 years and 9 months after the Plan Effective Date,~~ during each of Settlement Years 2 through 8 or until the ~~cost caps for this activity have~~Monitoring and Dust Suppression Cap has been ~~met~~exhausted .

F. ~~F.~~ Installation and Operation of Air Monitoring Stations.

~~26.~~27. As soon as Site conditions allow, but by no later than two weeks following installation of the meteorological ~~station on May 1, 2010~~stations, the Trust shall install ten air monitoring stations at ~~ten (10)~~ the VAG Site in approximately the locations ~~and~~shown on the VAG Site Map and in accordance with the requirements set forth in the SOW, and shall begin conducting air sampling in accordance with the ~~attached SOW,~~ SOW. The Trust shall conduct air monitoring from May 1 through November 1~~, beginning on May 1, 2010), for a period~~ during each of ~~7 years and 9 months after the Plan Effective Date,~~Settlement Years 2 through 8 or until the cost caps for this activity have been ~~met~~exhausted.

~~27. Based on analysis of the 2009 and 2010 monitoring data, EPA, in consultation with~~

~~Vermont, shall determine whether and to what extent the initial data is appropriate for use in air dispersion modeling, or its reliability for any other purpose.~~

G. ~~G.~~ Dust Suppression.

Formatte
Space Bef

Formatte
Expanded

28. ~~If, at any time~~If, at any time, during Settlement Years 1 through 8 or until the Monitoring and Dust Suppression Cap has been exhausted, the analysis of the air monitoring data indicates to EPA that dust suppression measures should be implemented, EPA, in consultation with Vermont, shall direct the Trust to undertake interim dust suppression measures to the extent reasonably practicable under the circumstances~~, up to a period of 7 years and 9 months after the Plan Effective Date, or until the cost caps for this activity have been met.~~. The Parties agree that interim dust suppression is not intended to be a substitute for a final remedy, nor ~~should~~must it be designed to ensure zero dust migration, if this degree of dust suppression cannot be reasonably and economically accomplished.

H. ~~H.~~ Investigation of Off-Site Transport, Sale, and Use of Mine Tailings and Crushed Rock

29. Document Review. By no later than thirty days after the ~~Effective~~Lodging Date ~~of this Agreement, the Trust~~, G-I shall collect, review, and produce to EPA all documents in G-I's custody or control that have not been previously produced to EPA related to the practice of transport, sale ~~and~~, or use of mine tailings ~~and~~or crushed rock off-site during its predecessors' ownership and operation of the VAG Site~~.~~.

30. Interviews of Individuals with Knowledge of Off-Site Use. Based on the document review required under Paragraph ~~29 above, the Trust~~29, G-I shall identify former G-I employees and others who may have knowledge of off-site transport, sale ~~and~~or use of mine tailings ~~and~~or crushed rock, or who may have access to additional documentation of off-site use.

31. Collection and Tabulation of Information. ~~The Trust~~G-I shall prepare a report regarding the results of its document review, consisting of, at a minimum, individual names, addresses, telephone numbers, and~~/or~~ other contact information. ~~The Trust~~G-I shall submit the

report to EPA and Vermont within 30 days of completion of the investigative activities set forth in this Part ~~I.~~.

Formatte
Expanded

32. Investigation Support. The Trust shall provide funding to Vermont to conduct interviews of former G-I employees ~~identified~~ and any other person or entity who may have knowledge of off-site transport, sale ~~and~~, or use of mine tailings ~~and~~or crushed rock, and to conduct further investigations related to such off-site usage~~,~~. The activities to be conducted pursuant to this Paragraph 0 shall be determined by Vermont, in consultation with EPA, and neither G-I nor the Trust shall have any responsibility for recommending, selecting, conducting, or approving activities to be conducted pursuant to this Paragraph. On a periodic basis, but not less than annually, Vermont shall submit invoices to the Trust setting forth the costs incurred in performing investigations pursuant to this Paragraph, along with reasonable documentation of those costs. Within sixty days of receipt of an invoice for interviewing costs, the Trustee shall inform Vermont and EPA if it objects to any of the invoiced costs. If the Trustee does not object to the invoiced costs, the Trustee shall pay those costs within ninety days of receipt of the invoice, to the extent doing so would not require G-I's funding of the Trust to exceed either an annual cost cap or the aggregate cost cap for offsite investigation activities, as set forth in Paragraph 9. If the Trustee objects to any of the invoiced costs, then the Trustee shall invoke the dispute resolution procedures set forth in Section XIV to resolve the objection. If the Trustee objects to some but not all of the invoiced costs, the Trustee shall pay that portion of the invoice to which the Trustee has no objection within ninety days of receipt of the invoice and shall invoke dispute resolution with respect to the remainder.

33. Sampling and Analysis of Off-Site Material. The Trust shall provide technical support to EPA and/or Vermont for the purpose of characterizing potentially asbestos-containing material at off-site locations. The characterization activities to be conducted could include sampling (including activity based sampling), analysis (field or off-site lab), sample management,

validation, data management, reporting, or other activities that EPA ~~and/~~or Vermont identify as necessary to support the investigation of off-site material, subject to the cost caps set forth in ~~Section IV (Injunctive Relief Cost Caps).~~Paragraph 9. The sampling, analysis, or other activities shall be conducted in accordance with accepted EPA methods as part of a Work Plan, Sampling Plan, and Quality Assurance Project Plan ("QAPP"), submitted to and approved by EPA, in consultation with Vermont, ~~and as specified~~according to the procedures set forth in ~~the attached SOW,~~Section XII.

I. ~~**VI.**~~ Acceptance of Work

34. The Trust shall perform all Work in accordance with one or more work plans, health and safety plans, or QAPPs. Except as set forth in Paragraph 74, all work plans, health and safety plans, and QAPPs shall be approved by EPA in accordance with the procedures set forth in Section XII before the Trust commences any Work described in the applicable work plan, health and safety plan, or QAPP.

35. Immediately upon receipt, the Trustee submit all invoices for Work performed to the EPA and ANR, along with a description of the Work performed and any reports or as-built drawings related to the Work performed. The Trustee shall not pay any invoices for Work performed until the Trustee has received from EPA, in consultation with ANR, notification that EPA agrees that the Work was performed in conformance with the Consent Decree and all documents incorporated herein. If EPA does not inform the Trustee within thirty days of EPA's receipt of an invoice and accompanying documentation that it objects to all or part of the Work reflected in the invoice, EPA will be presumed to have determined that the Work was performed in conformance with the Consent Decree, and the Trustee may pay the invoice.

36. The obligations of the Trust and the Trustee hereunder are all subject to the cost caps

set forth herein and the funding provided by G-I. The Trust shall have no obligations to undertake activities or expend funds beyond the funding provided by G-I.

TERMS APPLICABLE TO FEDERAL AND STATE

VI. VAG MONETARY CLAIMS

~~34.~~37. The United States' and Vermont's have asserted aggregate total monetary ~~claim~~claims against G-I at the VAG Site ~~is~~for approximately $_____. In order to reach a settlement of these claims without resort to litigation, the Parties have agreed ~~to cap~~that the federal and state claims for the VAG Site ~~at $300 million, which~~ shall be paid in Plan ~~dollars~~Dollars equal to 8.6~~%.~~ percent of the claimed amount and that in no event shall the aggregate total allowed claims of the United States and Vermont for Future VAG Response Costs exceed $300,000,000. Accordingly, the United States' and Vermont's monetary claims, as set forth in their respective Proofs of Claim, shall be liquidated in due course as follows:

38. ~~35.~~ VAG Past Costs Claim —— Reimbursement

~~(a).~~ In full and complete resolution of the claim of the United States ~~on behalf of EPA~~ for reimbursement of ~~response costs~~ VAG Response Costs incurred ~~prior to~~

a. on or before October 15, 2008 ~~at or in connection with the VAG Site~~, G-I shall pay EPA the sum of $154,000 within 60 days after the ~~Plan~~Consent Decree Effective Date.

~~(b) Cash distributions to the United States EPA for VAG Past Costs Claim~~

The cash distribution required by Paragraph 0.0 shall be made by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the United States Attorney's Office for the District of New Jersey and shall reference ~~the Civil Action Number Case~~Bankruptcy Petition Nos. 01-30135 and 01-

b. ~~3 879~~38790 and DOJ File Number 90-11-3-07425. Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division.] [~~Copies of all distributions and related correspondence shall be sent to the addresses set forth below:~~

~~Assistant Attorney General~~
~~Environment & Natural Resources Division~~
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. ~~90-11-3-07425~~
90-11-3-07425

Sarah Meeks
Enforcement Counsel

Office of Environmental Stewardship
US Environmental Protection Agency, Region 1 ~~One Congress Street, Suite 1100 (SES)~~
One Congress Street, Suite 1100 (SES)
Boston, MA 02114]
~~(c).~~

In full and complete resolution of the claim of Vermont for reimbursement of ~~response costs~~ VAG Response Costs incurred ~~prior to~~on or before October 15, 2008 ~~at or in connection~~

c. with the VAG Site, G-I shall pay Vermont the sum of $16,800 within 60 days after the PlanConsent Decree Effective Date.

d. 36. The cash distribution required by Paragraph0.0 shall be made [insert payment instructions].

VAG Future Response Costs Claim— VAG Advance Payments

(a).39. . In full and complete resolution of EPA's and Vermont's claims for VAG Future Response Costs, G-I shall make advance payments for response actions or activities to the United States and/or Vermont as set forth in this Section.Paragraphs 0 and 41.

(b).40. VAG Future Costs Advance Payments. G-I shall make advance payments to EPA and/or Vermont up to a total of $2,000,000, upon EPA and/or Vermont's presentation of a Letter of Intent, ("LOI"), documenting its readiness to implement response actions or activities withinfor the next six (6) months. Such notificationmonth period following the date of the LOI. Each LOI shall identify the anticipated response actions or activitiesto be undertaken during the following six months, the timeframe for implementation, and the approximateestimated cost of performing the response actions. G-I shall provide funding to EPA and/or Vermont equal to the estimated cost set forth in the LOI, subject to the cost caps set forth in this Paragraph, within 45 days of itsG-I's receipt of such notification.the LOI. The funding (advance payment) shall be placed in a CERCLA Special Account for response actions in connection with the VAG Site. Upon completion of the response actions or activities, EPA and/or Vermont shall provide documentation to G-I indicating that the actions are complete and providing an accounting

Formatted: R Level: 4 + Nur at: 1 + Alignm Tab after: 0.7 Widow/Orphar between Latin space betweer
Formatted: C Expanded by /
Formatted: C Expanded by /
Formatted: F Condensed by
Formatted: C Expanded by /
Formatted: R Outline numbe Style: 1, 2, 3, + Aligned at: at: 0", Widow
Formatted: C Expanded by /
Formatted: C Expanded by /
Formatted: C Expanded by /
Formatted: C Expanded by /
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted
Formatted

of the response costs incurred.

~~(c).~~ Cost Cap in Settlement Years One through Four: ~~Within 30 days after receipt of the notice as set forth in Paragraph 37(B) (2), G-I shall make advance payments to EPA and/or Vermont in each of Years One through Four.~~ The total amount of advance payments to

a. EPA and/or Vermont in Settlement Years One through Four shall not exceed ~~the~~an annual cost cap of $450,000 per year.

~~(d).~~b. Settlement Year Five: ~~Within 30 days after receipt of the notice as set forth in Paragraph 37(B) (2),~~ G-I shall make advance payments to EPA and/or Vermont in Settlement Year Five, not to exceed ~~the annual~~a cost cap of $200,000.

~~(e).~~c. VAG Advance Payments Annual Rollover: If at the end of each Settlement Year, the VAG Advance Payments are less than the annual cost caps identified above, the annual cost cap in the subsequent year shall be increased by the amount of unexpended funds in the previous year, provided that EPA and/or Vermont have met (and continue to meet) the conditions for Advance Payments as set forth in Paragraph 37(B)(2). ~~1~~ For example, if EPA and/or Vermont only receive $400,000 in advance payments in Year Three, the annual cost cap for Year Four will be increased by $50,000.

~~(f).~~d. VAG Advance Payments Post Year Five: If the $2,000,000 cap for VAG Advance Payments is not reached by the end of Settlement Year Five, ~~the remaining unexpended monies will carry over through and beyond~~then G-I shall continue to make advance payments after Settlement Year Five, until the full $2,000,000 has been paid to EPA and/or Vermont. ~~(i.e. subsequent years will be treated the same as Settlement Year Five until the full~~ In no event shall G-I's total aggregate obligation to both EPA and Vermont to pay VAG Response Costs Advance Payments exceed $2,000,000 ~~has been paid.).~~

41. ~~37.~~ VAG Future Response Costs Claim – VAG Reimbursement in Plan Dollars

~~A.~~In Settlement ~~Years~~ Year Six and ~~Seven:~~later, G-I shall reimburse EPA and~~/or~~ Vermont for their actual response costs incurred at or in ~~each~~connection with the VAG Site at the rate of ~~Years Six through Seven within 30 days after receipt of~~

~~documentation~~

~~1 For example, if EPA and~~/8.6 percent (i.e., for every thousand dollars that EPA or Vermont ~~only spend $400,000~~incurs in ~~Year Three, the annual cost cap for Year Four will be increased by $50,000.~~

Formatte
Expanded

Formatte
Expanded

~~demonstrating that the money has been spent, up to the aggregate annual cost cap of $450,000, subject to the following conditions:~~

~~(1).~~a. response costs, G-I shall reimburse EPA ~~and/~~or Vermont ~~for 8.6% of~~eighty-six dollars) to the extent those costs ~~they have incurred~~ are not inconsistent with the ~~National Contingency Plan; and~~NCP or this Consent Decree. The procedures by which EPA and Vermont shall submit costs for reimbursement are set forth in Section 0.

b. Limitations on Reimbursement

~~(2).~~ G-I shall have no obligation to make any ~~further~~ payments to EPA and/or Vermont under this Paragraph 41 until (i) the aggregate Future VAG Response Costs incurred by EPA and~~/or~~ Vermont ~~after October 15, 2008~~ exceed $23,255,813 ~~and (ii) EPA and/or Vermont have provided documentation to~~, and G-~~I demonstrating the incurrence of such response costs.~~[2]

~~(3).~~i. ~~Once~~I's obligation to reimburse EPA and~~/or~~ Vermont ~~has expended the initial $2,000,000 as provided above and has incurred total costs exceeding~~for the first $23,255,813~~, G-I shall reimburse Future VAG Response Costs at the rate of 8.6% on-the-dollar, up to the annual cost cap of $450,000. Prior to requesting further payment from G-I, EPA and/or Vermont~~ in VAG Future Response Costs shall ~~provide documentation to G-I demonstrating that they have collectively incurred VAG Future Response Costs in excess of $23,255,813. G-I shall make payment to EPA and/or Vermont within 60 days after receipt of such documentation.~~be limited to the Advance Payments made pursuant to Paragraph 40.

ii. ~~B. For Settlement Year Eight: For Settlement Year Eight and continuing thereafter, the procedures set forth in Paragraph 38-A. shall continue to apply, but the annual cost cap on payments by G-I shall be $700,000~~ Cost Cap in Settlement Years Six and Seven: G-I's obligation during Settlement ~~Year Eight, $1.8 million~~Years Six and Seven to reimburse EPA and Vermont

for future response costs incurred at or in connection with the VAG Site shall be limited to an annual aggregate cap of ~~$450~~,000 (i.e. 8.6 percent of $5,232,558).

c. Cost Cap in Settlement Years Eight and After: G-I's obligation during Settlement Year Eight to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an aggregate cap of $700,000 (i.e., 8.6 percent of $8,139,535). G-I's obligation during Settlement Year Nine~~, to reimburse EPA and Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an aggregate cap of $1,800,000 (i.e., 8.6 percent of $20,930,232). G-I's obligation during Settlement Years Ten and thereafter to reimburse EPA and $2 million for all subsequent Settlement Years.~~Vermont for future response costs incurred at or in connection with the VAG Site shall be limited to an aggregate cap of $2,000,000 (i.e., 8.6 percent of $23,255,813).

d. ~~38.~~ Costs in Excess of the Annual Cap: If EPA and Vermont's costs during any Settlement Year result in exceedence of an annual cap as set forth above, the costs in excess of the cap may be invoiced during the following Settlement Year, provided however that there shall be no change in the cap for the following Settlement Year.

The United States' and Vermont's aggregate total monetary claim against G-I ~~at the~~for VAG ~~Site~~Future Response Costs shall be capped at $300 million under this ~~Agreement~~Consent Decree, which shall be paid in Plan ~~dollars~~ Dollars equal to 8.6%. Accordingly, G-I's obligation to make payments with respect to the Future VAG Costs Claim shall terminate when the sum of the VAG Advance Payments (under

~~[9] By way of illustration, once the Advance Payments reach the $2,000,000 total cost cap, G-I has no further obligation to make payments with respect to the Future VAG Remedial Cost Claim until the total response costs incurred by the VAG Responders after October 15, 2008~~

~~exceeds $23,255,813.~~

42. Paragraph ~~37 B.)~~40) and the VAG Reimbursement (under Paragraph ~~38) is equal to~~41) equals $25,800,000. In no event shall G-I be obligated to pay more than an aggregate amount of $25,800,000 to the United States and/or Vermont with respect to ~~the Future VAG Costs Claims.~~VAG Future Response Costs. In the event that VAG Future Response Costs do not equal or exceed $300,000,000, G-I shall only be required to reimburse the United States and Vermont for VAG Future Response Costs actually incurred. For example and by way of clarification, if the total of all VAG Future Response Costs equals $100,000,000 then G-I's total liability for VAG Future Response Costs shall equal 8.6 percent of $100,000,000 (i.e., $8,600,000).

~~39. Notwithstanding the provisions of this Section VI, G-I's obligation to make payments to the United States and/or Vermont shall be stayed if G-I has timely invoked the dispute resolution provision in Section___ hereunder, which G-I may do, without limitation, if it contends that costs incurred or sought to be incurred by the United States and/or Vermont are inconsistent with the National Contingency Plan or are otherwise not recoverable hereunder. In the event that G-I invokes the provisions of this Paragraph, it shall nevertheless comply with the requirements of Section VII, Paragraphs 46 through 49.~~

~~VII. MECHANISIM~~MECHANISM FOR PAYMENT OF FUTURE VAG RESPONSE COSTS

A. ~~A.~~ Future VAG Response Costs.

~~40.~~43. ~~G-I shall reimburse EPA all Future VAG Response Costs incurred after October 15, 2008, not inconsistent with the National Contingency Plan as provided by Section VI, Paragraph 38 of this Agreement. On a periodic basis the United States will send G-I a bill requiring payment~~On a periodic basis, but not less than annually, the United States shall submit to G-I an

invoice for VAG Future Response Costs incurred by the United States that consists of a Region 1 cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by EPA, DOJ, ~~Vermont and~~ any other federal agency, or their contractors. G-I shall ~~make all payments~~reimburse EPA in an amount equal to 8.6 percent of the response costs incurred during the invoiced period, subject to the limitations set forth in Paragraphs 0, 41, and 0, within ~~30~~ninety days of G-I's receipt of each ~~bill requiring payment~~invoice, except as otherwise provided in Paragraph 52.

~~41.~~ [Need to Verify Payment mechanism] G-I shall make all payments required by ~~this Paragraph~~Paragraphs 0 or 41 by official bank ~~check(s)~~checks made payable to "EPA Hazardous Substance Superfund,"

44. referencing the name and address of the party making the payment, EPA Site/Spill ID Number 01ED and DOJ Case Number 90-11-3-07425. G-I shall send the ~~check(s)~~checks to:

For Delivery by First Class Mail:

U.S. Environmental Protection Agency Superfund Payments
Cincinnati Finance Center
Accounts Receivable Branch
26 W Martin Luther King Dr.
MS-NWD
Cincinnati, OH 45268

Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

Assistant Attorney General
Environment & Natural Resources Division~~P.O. Box 979076~~
~~St. Louis, MO 63 197-9000~~
~~42.a. Copies of all distributions and related correspondence shall be sent to the addresses set forth below:~~

~~Assistant Attorney General~~
~~Environment & Natural Resources Division~~
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
Ref. DOJ File No. 90-11-3-07425

Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
US Environmental Protection Agency, Region 1~~One Congress Street, Suite 1100 (SES)~~
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

The United States shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

~~43.~~45. Except as otherwise provided in this Consent Decree, EPA may, in its sole discretion, direct any portion of any cash distribution received for the VAG Site into a site-

specific special account established to fund response actions at the VAG Site in the event that future work is anticipated at ~~such~~the VAG Site.

~~44.~~ G-I may contest payment of any ~~EPA~~VAG Future Response Costs ~~under Paragraph XX~~submitted for reimbursement if it determines that the United States has made an accounting error or if it alleges ~~that a cost item~~

46. ~~that is included represents~~the costs ~~that~~submitted for reimbursement are inconsistent with the NCP or the terms of this Consent Decree. Such objection shall be made in writing within ~~15~~sixty days of receipt of the ~~bill~~invoice and must be sent to the United States pursuant to Section XVII (Notices and Submissions).

~~45.~~47. Any such objection shall specifically identify the contested ~~EPA~~VAG Future Response Costs and the basis for objection. In the event of an objection, G-I shall ~~within the 15 day period~~ pay all uncontested ~~EPA~~VAG Future Response Costs to the United States in the manner described in ~~Paragraph XX.~~Paragraphs 43 and 40. Simultaneously, G-I shall establish an interest-bearing escrow account in a federally-insured bank ~~duly chartered in the State of Vermont~~ and remit to that escrow account funds equivalent to the amount of the contested ~~EPA~~VAG Future Response Costs. G-I shall send to the United States, as provided in Section ~~??~~XVII (Notices and Submissions), ~~and Vermont a copy of the transmittal letter and check paying the uncontested EPA Future Response Costs, and~~ a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, ~~information containing~~ the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

~~46.~~ Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section ~~??~~XIV (Dispute Resolution). If the United States prevails in the dispute~~,~~ with respect to any costs, then within five days of the resolution of the dispute, ~~the~~ G-I shall pay from the escrow account the ~~sums due~~disputed costs on which EPA prevailed (with accrued ~~interest~~Interest) to the United States in the manner described in ~~Paragraph 43.~~Paragraphs 43 and 40. If G-I prevails concerning any aspect of the contested costs, ~~G-I shall pay that portion~~then the amount of the ~~costs (plus associated accrued interest) for which they did not prevail to the United States in the manner described in Paragraph XX; G-I~~ disputed costs on which G-I prevailed shall be disbursed ~~any balance of~~to G-I from the escrow account. The

48. dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section ~~??~~XIV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse the United States ~~and/or Vermont~~ for VAG Future Response Costs.

~~47.~~49. In the event that the payments required by Paragraphs ~~?? [37-A, 42, 49~~40, 41, and ~~54],~~0 are not made within ~~30~~ninety days of G-I's receipt of the ~~bill~~invoice, G-I shall pay Interest on the unpaid balance. The Interest to be paid on each payment shall begin to accrue on ~~the due date~~ninety-first day following G-I's receipt of the ~~payment. The Interest~~invoice and shall accrue through the date of G-I's payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States ~~and Vermont~~ by virtue of G-I's failure to make timely payments ~~under this Section.~~. G-I shall make all payments required by this Paragraph in the manner described in Paragraph ~~50.~~40.

B. ~~B.~~ Future Vermont Response Costs~~.~~

~~48.~~50. ~~G-I shall reimburse~~On a periodic basis, but not less than annually, Vermont ~~all~~shall submit to G-I an invoice of VAG Future Response Costs incurred ~~after October 15, 2008, not inconsistent with the National Contingency Plan as provided~~ by ~~Section VI, Paragraph 38 of this Agreement. On a periodic basis~~ Vermont ~~will send G-I a bill requiring payment~~ that consists of a Vermont ANR cost summary, which is a line-item summary of costs in dollars by category of costs (including but not limited to payroll, travel, indirect costs, and contracts) incurred by Vermont and ~~their~~its contractors. G-I shall ~~make all payments~~reimburse Vermont in an amount equal to 8.6 percent of the response costs incurred during the invoiced period, subject to the limitations set forth in Paragraphs 0, 41, and 0, within ~~30~~ninety days of G-I's receipt of each ~~bill requiring payment~~invoice, except as otherwise provided in Paragraph ~~52.[correct?]~~53.

~~49.~~51. G-I shall make all payments required by this Paragraph by official bank check(s) made payable to "State of Vermont – Environmental Cleanup Fund," referencing the name and address of the party making the payment, and Site No. 1995-1825. G-I shall send the check(s) to: ~~G-I shall send the check(s) to:~~ For Delivery by First Class Mail:

John Schmeltzer
VAG VT ANR Project Manager

~~John Schmeltzer~~
~~VAG VT ANR Project Manager~~
VT DEC Waste Management Division ~~103 South Main Street, West Building Waterbury, VT 0567 1-0404~~
103 South Main Street, West Building
Waterbury, VT 0567 1-0404

~~50.~~ Copies of all distributions and related correspondence shall be sent to the addresses set forth below:

John D. Beling
Assistant Attorney General

Attorney General's Office
109 State Street
Montpelier, VT 05609-~~1001~~10010

Vermont shall notify G-I in writing of any modifications to the foregoing addresses or payment requirements.

~~51.~~52. Except as otherwise provided in this Consent Decree, Vermont may, in its sole discretion, direct any portion of any cash distribution received into a site-specific special account established to fund response activities at the VAG Site in the event that future work is anticipated at ~~such~~the VAG Site.

~~52.~~53. G-I may contest payment to Vermont of any VAG Future ~~VAG~~ Response Costs ~~under Paragraph 42~~ if it determines that Vermont has made an accounting error or if it alleges that a cost item ~~that~~submitted for reimbursement is ~~included represents costs that are~~ inconsistent with the NCP or the terms of this Consent Decree. Such objection shall be made in writing within ~~15~~sixty days of receipt of the ~~bill~~invoice and must be sent to Vermont pursuant to Section ~~?~~XVII (Notices and Submissions).

~~53.~~ Any such objection shall specifically identify the contested Vermont VAG Future ~~VAG~~ Response Costs and the basis for objection. In the event of an objection, G-I shall within ~~the 15 day period~~

54. ninety days from the receipt of the invoice pay all uncontested Vermont VAG Future ~~to Vermont~~ Response Costs in the manner described in Paragraph ~~43.~~51. Simultaneously, G-I shall establish an interest-bearing escrow account in a federally-insured bank ~~duly chartered in the State of Vermont~~ and remit to that escrow account funds equivalent to the amount of the contested VAG Future Response Costs. G-I shall send to Vermont, as provided in Section ~~??~~XVII (Notices and Submissions), ~~a copy of the transmittal letter and check paying the uncontested Future Response Costs, and~~ a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account.

~~54.~~55. Simultaneously with establishment of the escrow account, G-I shall initiate the Dispute Resolution procedures in Section ~~??~~XIV (Dispute Resolution). If Vermont prevails in the dispute, then within five days of the resolution of the dispute, G-I shall pay ~~the sums due~~from the escrow account the amount of the disputed costs on which Vermont prevailed (with accrued ~~interest~~Interest) to Vermont in the manner described in Paragraph ~~43.~~51. If G-I prevails concerning any aspect of the contested costs, ~~G-I shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to Vermont in the manner described in Paragraph 43;~~ ~~G-I~~then the amount of the disputed costs on which G-I prevailed shall be disbursed ~~any balance of~~to G-I from the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section ~~??~~XIV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding G-I's obligation to reimburse Vermont for VAG Future Response Costs.

~~55.~~ In the event that the payments to Vermont required by Paragraphs ~~49 30~~40, 41, and 0 are not made within ninety days of G-I's receipt of the ~~bill~~invoice, G-I shall pay ~~Vermont~~ Interest on the unpaid balance. The ~~Vermont~~ Interest to be paid ~~on each payment~~ shall begin to accrue on the ~~due date of~~ninety-first day after G-I receives the

~~and 54 are not made within~~

56. ~~payment. The Vermont Interest~~ invoice and shall accrue through the date of G-I's payment. Payments of ~~Vermont~~ Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to Vermont by virtue of G-~~I's~~I's failure to make timely payments under this Section. G-I shall make all payments required by this Paragraph in the manner described in Paragraph ~~50.~~51.

57. ~~**VIII.**~~ In the event that both EPA and Vermont have submitted invoices to G-I seeking payment, which have not yet been paid, and the payment of both will cause the exceedence of an annual cap, G-I shall so inform EPA and Vermont, and shall thereafter follow such instructions as it shall receive from EPA concerning how payment within the cap limits should be made.

TERMS APPLICABLE TO THE FEDERAL AND STATE VAG NATURAL RESOURCE DAMAGE CLAIMS

58. ~~56.~~ In settlement and satisfaction of all claims and causes of action of the ~~United States Department of Interior and Vermont ("~~VAG NRD Trustees~~")~~ for ~~joint federal-state natural resource damages and costs of assessment incurred or to be incurred in connection with the~~ VAG ~~Site~~NRD Claims, G-I shall pay to the VAG NRD Trustees the amount of $850,000 on the following schedule set forth in (a) through (i) of this Paragraph~~:~~.:

~~(a).~~a. During the first 60 days of Settlement Year One, the sum of $50,000.

~~(b).~~b. During the first 60 days of Settlement Year Two, the sum of $50,000.

~~(c).~~c. During the first 60 days of Settlement Year Three, the sum of $50,000.

~~(d).~~d. During the first 60 days of Settlement Year Four, the sum of $50,000.

~~(e).~~e. During Settlement Year Five, the sum of $300,000, with $150,000 to be paid during the first 60 days of the Settlement Year, and the ~~other~~remaining $150,000 to be paid within 240 days of the beginning of the Settlement Year.

~~(f).~~f. During the first 60 days of Settlement Year Six, the sum of $50,000.

Formatte
pt

Formatte
Double, C
Numberin
Alignment
0.75" + I

Formatte

~~(g).~~g. During the first 60 days of Settlement Year Seven, the sum of $50,000.

~~(h).~~h. During the first 60 days of Settlement Year Eight, the sum of $50,000.

~~(i).~~i. During the first 60 days of Settlement Year Nine, the sum of $200,000.

Payments shall be made as follows: [fill in instructions]. Payments received by the VAG NRD Trustees shall be deposited into the DOI Natural Resource Damage Assessment and Restoration Fund, Account No. [14X5 198.] A separate, site-specific numbered account for the VAG Site ("VAG Restoration Account") has been or will be established within DOI's Natural Resource Damage Assessment and Restoration Fund. The trustees shall use the funds in the VAG Restoration Account, including all interest earned on such funds, for restoration and assessment activities at or in connection with the VAG Site.

~~IX.~~ TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS IX. AT THE GENERATOR SITES

~~57.~~59. The United States' ~~monetary~~ claims ~~for~~with respect to the Generator Sites~~, as set forth in its Proof of Claim,~~ shall be fully satisfied and liquidated as specified below.

~~58.~~60. G-I shall pay EPA and NOAA the sums set forth in the following Generator Payment Table within 60 days after the ~~Plan~~Consent Decree Effective Date. The amounts of payments required were determined based on ~~proposed~~ settlement amounts for each Generator Site times an 8.6% ~~bankruptcy~~ payout rate.

~~59.~~61. Generator Payment Table

Site	Agency	Payment
68th Street Dump Site	EPA	$8,134
Colesville Municipal Landfill Site	EPA	$22,321

Kin-Buc Landfill Site	EPA NOAA	$783 $2469
Maryland Sand, Stone, and Gravel	EPA	$24,660
Novak Sanitary Landfill Site	EPA	$9,385
Operating Industries, Inc. Site	EPA	$11,402
Pioneer Smelting Site	EPA	$12,900
Tri-Cities Barrel Co., Inc. Site	EPA	$11,928
Weld County Disposal Site	EPA	$633

~~Colesville Municipal Landfill Site~~	~~EPA~~	~~$22,321~~
~~Kin-Buc Landfill Site~~	~~EPA~~ ~~NOAA~~	~~$783~~ ~~$2,469~~
~~Maryland Sand, Stone and Gravel~~	~~EPA~~	~~$24,660~~
~~Novak Sanitary Landfill Site~~	~~EPA~~	~~$9,385~~
~~Operating Industries, Inc. Site~~	~~EPA~~	~~$11,402~~
~~Pioneer Smelting Site~~	~~EPA~~	~~$12,900~~
~~Tri-Cities Barrel Co., Inc. Site~~	~~EPA~~	~~$11,928~~
~~Weld County Disposal Site~~	~~EPA~~	~~$633~~

62. ~~60.~~ Cash Distributions to EPA for the Generator Sites: Cash distributions to the United States for EPA shall be made by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice account in accordance with current electronic funds transfer procedures. Payment shall be made in accordance with instructions provided to G-I by the Financial Litigation Unit of the United States Attorney's Office for the District of New Jersey and shall reference ~~the Civil Action Number Case~~Bankruptcy Petition Nos. 01-30135 and 01-3 8790 and DOJ File Number 90-11-3-07425. G-I shall transmit written confirmation of such payments to the Department of Justice and EPA at the addresses specified in Paragraph ~~[ ].~~XVII. EPA may, in its sole discretion, direct any portion of cash distribution it ~~received~~receives for the Generator Sites to the Hazardous Substances Trust Fund and/or into a site-specific special account established to fund response actions at such Generator Site in the event that future work is anticipated at such Site. ~~Notwithstanding where EPA may direct any portion of the distribution as provided herein, the~~

~~liability of potentially responsible parties for each Site in the table above shall be reduced by the amount in the above Table.~~

~~61.~~63. G-I shall pay $2,469 in reimbursement for Past Costs incurred by NOAA~~.~~, as set forth in Paragraph 61. The NOAA Past Costs shall be paid by EFT to the U.S. Department of Justice lockbox, referencing DOJ File Number 90-11-~~-~~3-~~-~~07425 and the United States Attorney's Office file number, in accordance with the EFT instructions that shall be provided by the United States Attorney's office after lodging of this Decree.

~~62.~~64. With respect to the Generator Sites, copies of all distributions to EPA and NOAA and related correspondence to the United States shall be sent to:

Assistant Attorney General
Environment & Natural Resources Division ~~U.S. Department of Justice~~
U.S. Department of Justice
10th & Pennsylvania Ave., N.W.
Washington, DC 20530
Ref. DOJ File No. 90-11-3-07425
~~90-11-3-07425~~

~~And~~
and with respect to EPA distributions:

US EPA
Cincinnati Finance Center
Accounts Receivable Branch
26 W Martin Luther King Dr.
MS-NWD
Cincinnati, OH 45268

and

David Smith-Watts, Esq.
U.S. Environmental Protection Agency
Ariel Rios South Building
MS 2272A
1200 Pennsylvania Ave., N.W.
Washington, D.C. 20460

~~And~~
and with respect to NOAA distributions:

~~Kathy Salter~~
NOAA/NOS/OR&R
ATTN: Kathy Salter, DARRF Manager
1305 East West Highway
SSMC4, Room 9331
Silver Spring, MD 20910-3281

and

M.E. Rolle, Attorney-Advisor
National Oceanic and Atmospheric Administration
Office of General Counsel for Natural Resources
263 13th Ave. S., Suite 177
St. Petersburg, FL 33701

~~X.~~

TERMS APPLICABLE TO FEDERAL MONETARY CLAIMS FOR LINDEN SITES

~~63.~~65. In consideration for the ~~attached Assumption~~Acknowledgement of Liability Agreement attached hereto as Attachment 6, the United States ~~Claimants withdraw~~withdraws such portion of its Proof of Claim ~~with respect to~~concerning the Linden Sites.

~~XI.~~ XI. RECORDKEEPING AND REPORTING REQUIREMENTS

~~64.~~66. In addition to any other recordkeeping and reporting requirement of this ~~Agreement~~Consent Decree, the Trustee shall submit written quarterly progress reports as specified in the SOW.

~~65.~~67. If requested by EPA or Vermont, the Trustee shall also provide oral briefings ~~for~~ to EPA and Vermont ~~to discuss~~discussing the progress of the Work ~~required under Section V.,~~ or the response activities undertaken by EPA ~~and/~~or Vermont in connection with the VAG Site.

~~66.~~ The Trustee shall notify EPA of any change in the schedule described in the quarterly progress ~~report~~reports for the performance of any activity, including, but not limited

to, data

68. collection and implementation of work plans, no later than seven days prior to the performance of the activity.

XII. ~~XII.~~ EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

69. ~~67.~~ After review of any plan, report or other item ~~which~~that is required to be submitted for approval pursuant to this ~~Agreement~~Consent Decree, EPA, in consultation with Vermont, shall:

~~(a)~~a. approve the submission, in whole or in part~~, the submission~~;

~~(b)~~b. approve the submission upon specified conditions;

~~(c)~~c. modify the submission to cure the deficiencies;

~~(d)~~d. disapprove the submission, in whole or in part, ~~the submission,~~ directing that the Trust, as applicable, modify the submission; or

~~(e)~~e. any combination of the above~~.~~.

~~However,~~provided, however, that EPA shall not modify a submission without first providing the Trust at least one notice of deficiency and an opportunity to cure within ~~ten~~thirty days.

~~68.~~ In the event of approval, approval upon conditions, or modification by EPA, pursuant to Paragraph ~~53. (~~69(a), (b), or (c), the Trust shall proceed to take any

70. action required by the plan, report, or other item, as approved or modified by EPA, subject only to ~~their~~the right to invoke the Dispute Resolution procedures set forth in Section XIV (Dispute Resolution) with respect to the modifications or conditions made by EPA.

~~69.~~ Resubmission of Plans. Upon receipt of a notice of disapproval pursuant to Paragraph ~~53(~~69(d), the Trustee shall, within 21 days or such longer time as specified by EPA in ~~such~~ the notice of disapproval, correct the deficiencies and resubmit the plan, report, or other item for approval.

Notwithstanding the receipt of a notice of disapproval pursuant to Paragraph ~~43(~~69(d), the Trustee

Formatte
Expanded

Formatte
Expanded

71. shall proceed, at the direction of EPA, to take any action required by any non-deficient portion of the submission.

~~70.~~72. In the event that a resubmitted plan, report or other item, or portion thereof, is disapproved by EPA, EPA may again require the Trust to correct the deficiencies, in accordance with ~~the preceding Paragraphs.~~Paragraph 0. EPA also retains the right to modify or develop the plan, report or other item. The Trust shall implement any such plan, report, or item as modified or developed by EPA, subject only to ~~their~~the right to invoke the procedures set forth in Section ~~—~~XIV (Dispute Resolution).

~~71.~~73. If upon resubmission, a plan, report, or item is disapproved or modified by EPA due to a material defect, the Trust shall be deemed to have failed to submit such plan, report, or item timely and adequately unless the Trust invokes the dispute resolution procedures set forth in Section —XIV (Dispute Resolution) and EPA's action is overturned pursuant to that Section. ~~The provisions of Section __ (Dispute Resolution) shall govern the implementation of the Work.~~ All plans, reports, and other items required to be submitted to EPA under this ~~Agreement~~Consent Decree shall, upon approval or modification by EPA, ~~be fully~~ become incorporated in this Consent Decree and enforceable as if fully set forth herein.

74. ~~**XIII.**~~ Provided that the Trust submits any required work plans, health and safety plans, or QAPPs not less than fourteen Days in advance of the scheduled start date for any Work to which the plans apply, EPA shall be deemed to have approved the plans as submitted unless EPA informs the Trust not less than five days prior to the scheduled start of the Work that EPA intends to approve the plan upon conditions, modify the plan, or disapprove the plan.

XIII. FORCE MAJEURE

72. If any event occurs which that causes or may cause a delay or impediment to performance in complyingof or compliance with any provision of this AgreementConsent Decree (e.g., a condition that would require operationperformance in an unsafe manner), and which G-Ithat the Trustee believes qualifies as an event of Force Majeure, G-Ithe Trustee shall notify the United StatesEPA in writing as soon as practicable, but in any event within 45forty-five Days of when G-Ithe Trustee first knew of the event or should have known of the event by the exercise of reasonable diligence. In this notice G-Ithe Trustee shall specifically reference this Paragraph 58 of this Agreement70 and

75. describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken and/or to be taken by ~~G-I~~the Trustee to prevent or minimize the delay and the schedule by which those measures will be implemented. ~~G-I~~ The Trustee shall adopt all reasonable measures to avoid or minimize such delays.

~~73.~~76. Failure by ~~G-I~~the Trustee to substantially comply with the notice requirements of Paragraph ~~58, as specified above,~~70 shall render this Section XIII voidable by the United States, as to the specific event for which ~~G-I~~the Trustee has failed to comply with ~~such~~the notice ~~requirement.~~requirements. If so voided, this Section shall be of no effect as to the particular event involved.

~~74.~~77. The United States shall notify ~~G-I~~the Trustee in writing regarding ~~their~~its agreement or disagreement with any claim of a Force Majeure event within ~~45~~forty-five Days of receipt of each Force Majeure notice provided under Paragraph ~~58.~~70.

~~75.~~78. If the United States, in consultation with Vermont, agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of ~~G-I~~the Trust, including any entity controlled or contracted by ~~it~~the Trust, and that ~~G-I~~the Trust could not have prevented the delay by the exercise of reasonable diligence, the Parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances. Such stipulation may be filed as a modification to this ~~Agreement~~Consent Decree by agreement of the Parties pursuant to the modification procedures ~~established~~set forth in ~~this Agreement.~~Section 0.

~~76.~~ If the United States, in consultation with Vermont, does not agree that the delay or

impediment to performance has been or will be caused by circumstances beyond the control of ~~G-I~~ the Trust, including any entity controlled or contracted by ~~it~~them, the position of the United States on the

Force Majeure claim shall become final and binding upon ~~G-I~~the Trust, unless ~~G-I submits the matter to the appropriate Court for resolution by filing a petition for determination~~the Trust invokes Dispute Resolution within ~~20 business~~30 Days after receiving ~~the~~ written notification ~~of~~that the United States ~~as set forth in Paragraph 60.~~

~~77.~~79. does not agree that a force majeure event has occurred. In the event that the United States and Vermont are unable to reach an agreement on the governments' position, after opportunity for consultation, the position of the United States shall become the final position of the governments with regard to ~~G-I's Force Majeure claim. Once G-I has submitted such matter to the appropriate Court, the United States, in consultation with Vermont, shall have 20 business Days to file a response to the petition. If G-I submits the matter to the appropriate Court for resolution and the Court determines that the delay or impediment to performance has been or will be caused by circumstances beyond the control of G-I, including any entity controlled or contracted by G-I, and that it could not have prevented the delay by the exercise of reasonable diligence, G-I shall be excused as to such event(s) and delay for all requirements affected by the delay for a period of time equivalent to the delay caused by such circumstances or such other period as may be determined by the Court~~the Trust's Force Majeure claim.

80. ~~G-I~~If the Trust prevails in Dispute Resolution, then the Trust shall be excused as to such event(s) for the period of time equivalent to the delay caused by such circumstances or such other period as may be determined through Dispute Resolution.

~~78.~~81. The Trust shall bear the burden of proving that any delay of any requirement(s) of this ~~Agreement~~Consent Decree was ~~(were)~~ caused by or will be caused by circumstances beyond its control, including any entity controlled or contracted by ~~G-I~~the Trust, and that it could not have prevented the delay by the exercise of reasonable diligence. ~~G-I~~ The Trust shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

~~79.~~82. As part of the resolution of any matter submitted to ~~this Court~~Dispute Resolution under this Section, the Parties by agreement, or the ~~appropriate~~ Court by order, may extend or modify the schedule for completion of the Work ~~under Section V this Agreement~~ to account for the delay in the Work that occurred as a result of any delay or impediment to performance on which an agreement by the Parties or approval by the Court is based. ~~G-I shall be liable for its failure thereafter to complete the Work in accordance with the extended or modified schedule, except to the extent that such schedule is further modified, extended or otherwise affected by a subsequent Force Majeure event under this Section XVI.~~

XIV. ~~XIV.~~ DISPUTE RESOLUTION

~~A. Disputes Between G-I and the United States.~~

~~80.~~83. Unless otherwise expressly provided for in this ~~Agreement~~Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising between or among the United States, Vermont, G-I, the Trustee, or any subset of them, under or with respect to this ~~Agreement~~Consent Decree.

~~81.~~84. Informal Dispute Resolution: Any dispute subject to Dispute Resolution under this ~~Agreement~~Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when ~~G-I~~the party invoking Dispute Resolution ("Invoking Party") sends the ~~United States~~party against which Dispute Resolution is invoked("Responding Party") a written Notice of Dispute~~. Such Notice of Dispute~~, which shall state clearly the matter in dispute. The Notice of Dispute shall simultaneously be sent to any Party not a Party to the Dispute ("Collateral Party"). The period of informal negotiations shall not exceed ~~20~~30 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the ~~United States~~Responding

Party shall be considered binding unless, within ~~20~~30 Days after the conclusion of the informal negotiation period, ~~G-I~~the Invoking Party invokes formal dispute resolution procedures as set forth below.

~~82.~~85. Formal Dispute Resolution: ~~G-I~~The Invoking Party may only invoke formal dispute resolution procedures, within the time period provided in ~~the preceding~~ Paragraph~~,~~ 84, by serving on the ~~United States~~Responding Party and any Collateral Parties a written Statement of Position regarding the matter in dispute. The Invoking Party's Statement of Position shall include, but ~~may~~need not ~~necessarily~~ be limited to, any factual data, analysis, or opinion supporting ~~G-I's~~its position and any supporting documentation on which it ~~has relied upon~~relies.

~~83.~~86. The ~~United States~~Responding Party shall serve its Statement of Position within 30 Days of receipt of ~~G-I's~~the Invoking Party's Statement of Position. The ~~United States'~~Responding Party's Statement of Position~~, prepared in consultation with Vermont,~~ shall include, but ~~may~~need not ~~necessarily~~ be limited to, any factual data, analysis, or opinion supporting ~~that position and any supporting documentation it has relied upon. The United States'~~its position and any supporting documentation on which it relies. Any Collateral Parties may, but need not, serve a Statement of Position within 30 Days of receipt of the Invoking Party's Statement of Position. Any Collateral Party Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting its position and any supporting documentation on which it relies. The Responding Party's Statement of Position shall be binding ~~on G-I,~~ unless ~~G-I~~the Invoking Party files a motion for judicial review of the dispute in accordance with Paragraph ~~70 below.~~87.

~~84.~~87. ~~G-I~~The Invoking Party may seek judicial review of the dispute by filing with the Court and serving on the ~~United States~~Responding Party and any Collateral Parties, in accordance with Section ~~??~~XVII of this ~~Agreement~~Consent Decree (Notices), a motion requesting judicial

resolution of the dispute. The motion must be filed within 30 Days of receipt of the ~~United States'~~Responding Party's Statement of Position ~~pursuant to Paragraph 69.~~. The motion shall ~~contain a written statement~~include copies of ~~G-I's position on the matter in dispute, including~~all Statements of Position served by any Party, along with any supporting ~~factual data, analysis, opinion, or~~ documentation, and the Statements of Position shall constitute the complete written submission to the Court on the dispute. The motion shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the ~~Agreement~~Consent Decree.

~~85.~~ All petitions for determination of disputes arising under Section VI, VII, VIII, IX and X of this ~~Agreement (Terms Applicable to Federal and State Monetary Claims)~~Consent Decree shall be filed with the ~~U.S.~~ Bankruptcy Court for ~~the District of New Jersey, Case Nos. 01-30135 (RG) and 01-3-8790 (RG) (jointly administered) for~~ resolution. All other petitions for resolving disputes arising under this ~~Agreement~~Consent Decree shall be filed with the United States District Court for the District of New Jersey, in ~~Adversary Proceeding~~ Civil Case No. 08-~~2531 (RG). **[civil number?]**~~

~~86.~~88. ~~The United States shall respond to G-I's motion within the time period allowed by the Local Rules of the~~ cv-05470 (SGW) (the "District Court~~. G-I may file a reply memorandum, to the extent permitted by the Local Rules and allowed by the Court.~~").

~~87.~~89. Except as otherwise provided in this ~~Agreement~~Consent Decree, in any dispute ~~brought under Paragraph ??, G-I~~for which judicial review is sought, the Invoking Party shall bear the burden of demonstrating that its position ~~complies with this Agreement~~should prevail.

~~88.~~90. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of G-I or the Trust under this ~~Agreement~~Consent Decree, unless and until final resolution of the dispute so provides.

Formatte Expanded

Formatte Expanded

Formatte Expanded

~~B. Disputes Between G-I and Vermont~~

~~89. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between G-I and Vermont arising under or with respect to this Agreement.~~

~~90. Informal Dispute Resolution: Any dispute subject to Dispute Resolution under this Agreement shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when G-I sends Vermont a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by Vermont shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, G-I invokes formal dispute resolution procedures as set forth below.~~

~~91. Formal Dispute Resolution: G-I may only invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on Vermont a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting G-I's position and any supporting documentation it has relied upon.~~

92. Vermont shall serve its Statement of Position within 30 Days of receipt of G-I's Statement of Position. Vermont's Statement of Position, prepared in consultation with the United States, shall include, but may not necessarily be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation it has relied upon. Vermont's Statement of Position shall be binding on G-I, unless G-I files a motion for judicial review of the dispute in accordance with Paragraph 70 below.

93. G-I may seek judicial review of the dispute by filing with the Court and serving on Vermont, in accordance with Section ?? of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of Vermont's Statement of Position pursuant to Paragraph 69. The motion shall contain a written statement of G-I's position on the matter in dispute, including any supporting factual data, [xx]. G-I may seek judicial review of the dispute by filing with the Court and serving on Vermont, in accordance with Section ?? of this Agreement (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 30 Days of receipt of Vermont's Statement of Position pursuant to Paragraph 69. The motion shall contain a written statement of G-I's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Agreement.

94. All petitions for determination of disputes arising under Section VI of this Agreement (Terms Applicable to Federal and State Monetary Claims) shall be filed with the U.S. Bankruptcy Court for the District of New Jersey, Case Nos. 01-30135 (RG) and 01-3 8790 (RG) (jointly administered) for resolution. All other petitions for resolving disputes arising under this Agreement shall be filed with the United States District Court for the District of New Jersey, in

~~Adversary Proceeding No. 08-2531 (RG).~~ **~~[civil number?]~~**

~~95. Vermont shall respond to G-I's motion within the time period allowed by the Local Rules of the Court. G-I may file a reply memorandum, to the extent permitted by the Local Rules and allowed by the Court.~~

~~96. Except as otherwise provided in this Agreement, in any dispute brought under Paragraph ??, G-I shall bear the burden of demonstrating that its position complies with this Agreement.~~

~~97. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of G-I under this Agreement, unless and until final resolution of the dispute so provides.~~

XV. ~~XV.~~ INFORMATION COLLECTION AND RETENTION

~~98. The United States and Vermont, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any G-I facility covered by this~~

Formatt
Space Be
Formatt
Expanded
Formatt
Expanded

~~Agreement, at all reasonable times, upon presentation of credentials, for the purpose of monitoring compliance with any provision of this Agreement, including to:~~

~~(a). monitor the progress of activities required under this Agreement;~~

~~(b). inspect equipment and facilities covered by this Agreement; and~~

~~(c). inspect and copy documents, records, or other information to be maintained in accordance with the terms of this Agreement.~~

~~99. G-I shall be entitled to: (1) splits of samples, where feasible, and (2) copies of any sampling and analytical results, documentary evidence and data obtained by the United States or Vermont pursuant to this Agreement.~~

~~100.~~91. Until five years after completion of the work described in Section V, G-I and the Trustee shall retain, and shall instruct ~~its~~their contractors and agents to preserve, all non-identical copies of ~~all~~ documents, records, or other information (including documents, records, or other information in electronic form) in ~~its~~their or ~~its~~their contractors' or agents' possession or control, or that come into ~~its~~their or ~~its~~their contractors' or agents' possession or control, and that relate in any manner to ~~G-I's~~the Trust's performance of its obligations under this ~~Agreement.~~Consent Decree. Such documents, records, or other information may be kept in electronic form. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or Vermont, G-I or the Trustee shall provide copies of any non-privileged documents, records, or other information required to be maintained under this Paragraph.

~~101. At~~After the conclusion of the information-retention period provided in the preceding Paragraph, G-I and the Trustee shall notify the United States and Vermont at least ~~90~~ninety Days ~~prior to the destruction of~~before destroying any documents, records, or other

information subject to the requirements of the

92. preceding Paragraph and, upon request by the United States or Vermont, G-I or the Trustee shall deliver the requested non-privileged documents, records, or other information to EPA, DOI, or Vermont ANR.

~~102.~~93. G-I or the Trustee may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal ~~and/~~or state law. If G-I or the Trustee asserts such a privilege, it shall provide the following for each item withheld: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of each author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted ~~by G-I~~. However, no final documents, records or other information that G-I or the Trustee is explicitly required to create or generate to satisfy a ~~specific~~ requirement of this ~~Agreement~~Consent Decree shall be withheld on the grounds of privilege.

~~103.~~94. G-I or the Trustee may also assert that information required to be provided under this Section is protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2 and/or ~~C.R.S. § 25-7-111(4).~~[Insert Applicable Vermont Provision]. As to any information that G-I seeks to protect as CBI, G-I shall follow the procedures set forth in 40 C.F.R. Part 2 and/or ~~C.R.S. § 25-7-111(4).~~[Insert Applicable Vermont Provision].

~~104.~~95. This ~~Agreement~~Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or Vermont pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or

obligation of G-I to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XVI. ~~XVI.~~ COSTS.

~~105.~~96. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and Vermont shall be entitled to collect ~~the~~their costs (including reasonable attorneys' fees) incurred in any action necessary to collect any portion of the ~~monetary claims as set forth in~~payments required to be made by G-I pursuant to Section VI.

XVII. ~~XVII.~~ NOTICES

~~106.~~97. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this ~~Agreement~~Consent Decree, they shall be made in writing and mailed or hand delivered ~~addressed as follows~~to the following addresses:

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
Re: DOJ No. 90-5-2-1-08656

and

Sarah Meeks
Enforcement Counsel
US Environmental Protection Agency
One Congress Street, Suite 1100 (SES)
Boston, MA 02114

~~and~~

and (only for notifications, submissions, or communications related to Natural Resource Damages):

Office of the Solicitor
U.S. Department of the Interior
[address]

As to the State of Vermont: (only for notifications, submissions, or communications related to the VAG Site):

~~John Schmeltzer~~
~~VAG VT ANR Project Manager~~
John Schmeltzer
VAG VT ANR Project Manager
VT DEC Waste Management Division
103 South Main Street, West Building
Waterbury, VT 0567 1-0404

and

John D. Beling
Assistant Attorney General
Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

As to G-I:

~~[insert]~~
Legal Department
G-I Holdings Inc.
Attn: Celeste Wills or Environmental Counsel
1361Alps Road
Wayne, NJ 07470

~~107.~~98. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above. Notices submitted by mail pursuant to this Section XIV shall be deemed submitted upon mailing, unless otherwise provided in this ~~Agreement~~Consent Decree or by mutual agreement of the Parties in writing.

XVIII. ~~XVIII.~~ COVENANTS BY THE UNITED STATES

A. ~~A.~~ Section 303 of the CAA and Section 7003 of RCRA~~.~~.

~~108.~~99. This ~~Agreement~~Consent Decree resolves all civil claims of the United States ~~as~~that were alleged or could have been alleged in the Complaint for declaratory and injunctive

relief pursuant to Section 303 of CAA, 42 U.S.C. §7603 and Section 7003 of RCRA, 42 U.S.C. §6973 for conditions at, on, under, or emanating from the VAG Site ~~through the Lodging Date~~.

~~109.~~100. The United States reserves all legal and equitable remedies available to enforce the provisions of this ~~Agreement.~~Consent Decree. This ~~Agreement~~Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations.

Formatt Expanded
Formatt Expanded
Formatt Expanded
Formatt Expanded
Formatt Expanded
Formatt Expanded

~~under any federal, State, or local laws or regulations. Nothing in this Agreement shall relieve GI of its obligation to achieve and maintain full compliance with all applicable federal, State, and local laws, regulations, and permits. The United States does not, by its consent to the entry of this Agreement, warrant or aver in any manner that G-I's compliance with any aspect of this Agreement will result in compliance with other provisions of the CAA or RCRA, or their implementing regulations or with any other provisions of federal, State, or local laws, regulations, or permits.~~

~~110.~~101. This ~~Agreement~~Consent Decree does not limit or affect the rights of G-I, the G-I Affiliated Entities, or of the United States against any third parties, not party to this ~~Agreement, nor does it limit the rights of third parties, not party to this Agreement, against G-I, except as provided herein or as otherwise provided by law.~~Consent Decree.

~~111.~~102. This ~~Agreement~~Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not a party to this ~~Agreement~~Consent Decree.

~~B.~~ ~~CERCLA~~

~~112. In consideration of all of the foregoing, including the Assignment required pursuant to Paragraph XXX, the payments that will be made, and the Allowed General Unsecured Claims authorized pursuant to the terms of this Agreement, and except as specifically provided in Paragraphs__ through ___, the United States covenants not to file a civil action or to take any administrative or other action against G-I pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, with respect to the VAG Site, the Generator Sites, and the Linden Sites.~~

~~These covenants not to sue shall take effect on the Entry Date and are conditioned upon satisfactory completion of all the terms of this Agreement.~~

~~XIX.~~ COVENANTS BY VERMONT

B. ~~113. In consideration of all of the foregoing, including the Assignment required pursuant to Paragraph XXX~~Covenant Not to Sue.

103. In consideration of all of the foregoing, including the Acknowledgment of Liability Agreement, the payments that will be made, and the Allowed General Unsecured Claims authorized pursuant to the terms of this ~~Agreement, and except as specifically provided in Paragraphs__ through ___ , Vermont covenants not to file a civil action or to take any administrative or other action against G-I~~Consent Decree, and except as specifically provided in Paragraphs 111 through 114, the United States, with respect to the VAG Site, the Generator Sites, the Linden Sites, or the Additional Sites, covenants not to bring or assert any Claim (as defined in the Plan of Reorganization), file a civil action, seek or issue any orders, or take any other administrative or other action against G-I, its officers, directors, employees, attorneys, direct and indirect subsidiaries, successors, and assigns, and with respect to the VAG Site only, the G-I Affiliated Entities, pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, the CAA, RCRA, or any other provision of federal or state law, including the common law, seeking any relief, including, without limitation, the recovery of response costs incurred or to be incurred or for the recovery of damages to natural resources (including assessment costs).

C. Debtor's Chapter 11 Plan and the United States' Proof of Claim.

104. The United States waives its right and covenants not to object to any plan of reorganization of the Debtors. The United States' Proof of Claim No. 1509 shall be deemed to be satisfied in full. Moreover, the United States shall be deemed to have filed a proof of claim for

matters addressed in this Consent Decree, which proof of claim shall be deemed satisfied in full in accordance with the terms of this Consent Decree.

105. The United States covenants not to object to approval by the Bankruptcy Court of any proposed settlement among G-I and any insurance carriers or seek to recover any proceeds of any settlement between G-I and its insurance carriers or any judgment obtained by G-I against its insurance carriers. The United States hereby assign to G-I any rights which the United States may have against any insurance carriers that may have liability to G-I with respect to the VAG Site, the Generator Sites or the Linden Sites.

106. The United States covenants not to assert any claims or commence any action against the Trustee or the Trust other than to enforce the terms of this Consent Decree.

XIX. COVENANTS BY VERMONT

107. In consideration of all of the foregoing, including the payments that will be made, and the Allowed General Unsecured Claims authorized pursuant to the terms of this Consent Decree, and except as specifically provided in Paragraphs 0 through 114, Vermont covenants not to bring any Claim (as defined in the Plan of Reorganization), file a civil action, seek or issue any orders, or take any other administrative or other action against G-I, its officers, directors, employees, attorneys, direct and indirect subsidiaries, successors, and assigns, or the G-I Affiliated Entities pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, or under 10 V.S.A. §§1259, 1274, 6610a, 6615 and 6616, or any other federal or state law, including common law, with respect to the VAG Site~~. These covenants not to sue shall take effect on the Entry Date and are conditioned upon satisfactory completion of all the terms of this Agreement~~.

108. ~~XX.~~ Vermont waives its right and covenants not to object to any plan of reorganization of the Debtors. Vermont's Proofs of Claim 1157, 1158 and 1159 shall be deemed to

Format
Outline n
Style: 1,
+ Aligne
at: 0", V

Format
Expande

Format
Expande

Format
Expande

be satisfied in full. Moreover, Vermont shall be deemed to have filed a proof of claim for matters addressed in this Consent Decree, which proof of claim shall be deemed satisfied in full in accordance with the terms of this Consent Decree.

109. Vermont covenants not to object to approval by the Bankruptcy Court of any proposed settlement among G-I and any insurance carriers or seek to recover any proceeds of any settlement between G-I and its insurance carriers or any judgment obtained by G-I against its insurance carriers. Vermont hereby assign to G-I any rights which Vermont may have against any insurance carriers that may have liability to G-I with respect to the VAG Site.

110. Vermont covenants not to assert any claims or commence any action against the Trustee or the Trust other than to enforce the terms of this Consent Decree.

XX. RESERVATION OF RIGHTS

111. ~~114. The~~Except as set forth in Sections XIX and XX, the covenants not to sue contained in ~~Paragraphs ???? of this Agreement~~Sections XIX and XX extend only to G-I and do not extend to any other person. ~~Nothing in this Agreement~~ Except as set forth in Sections XIX and XX, nothing in this Consent Decree is intended as a covenant not to sue or a release from liability for any person or entity other than G-I, the United States and Vermont. Except as otherwise provided ~~below~~herein, the United States, Vermont and G-I expressly reserve all claims, demands and causes of action either judicial or administrative, past, present or future, ~~in~~ at law or in equity, ~~which~~that the United States, Vermont or G-I may have against all other persons, firms, corporations, entities, or predecessors of G-I for any matter arising at or relating in any manner to the sites, causes of action, or claims addressed herein. ~~However, G-I shall not pursue any claims, demands and causes of action either judicial or administrative, past,~~

~~present or future, in law or equity, which G-I may have against any other persons, firms, corporations, or entity related to the VAG Site.~~

~~115.~~112. Notwithstanding the foregoing, the covenants not to sue contained in this ~~Agreement~~Consent Decree shall not apply to, nor affect any action based on, a failure to meet a requirement of this ~~Agreement~~Consent Decree or criminal liability. In addition, the parties reserve all rights and defenses they may have with respect to conduct of G-I at the VAG Site, the Generator Sites, ~~and~~or the Linden Sites occurring after the Lodging Date of this ~~Agreement which~~Consent Decree to the extent such conduct would give rise to liability under Sections 106 and 107(a)(1)-(4) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a)(1)-(4), Section 7003 of RCRA, 42 U.S.C. §6973 or Section 303 of CAA~~.~~, 42 U.S.C. § 7603. Nothing in this ~~Agreement~~Consent Decree shall affect or limit such rights and defenses.

~~116.~~113. Nothing in this ~~Agreement~~Consent Decree shall be deemed to limit the authority of the United States to take response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable law or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the United States pursuant to that authority. Nothing in this ~~Agreement~~Consent Decree shall be deemed to limit the information gathering authority of the United States or Vermont under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable federal or state law or regulation, or to excuse G-I from any disclosure or notification requirements imposed by CERCLA, RCRA, the CAA, or any other applicable federal or state law or regulation.

~~117.~~114. The United States reserves all rights to seek response costs and natural resource damages under CERCLA and reserves all rights to take action under all other applicable

federal or state laws against ~~ISP Environmental Services Inc.~~IES at the Linden Sites as set forth in the ~~Assumption~~Acknowledgement of Liability Agreement.

Formatt
Expandec

Formatt
Expandec

115. ~~XXI.~~ This Consent Decree shall in no way impair the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to the United States, Vermont, any third parties, or as to any claims that are not addressed by this Consent Decree.

XXI. G-I's COVENANTS

A. ~~A.~~ G-I's Covenants to the United States~~.~~

116. ~~118.~~ G-I hereby covenants not to sue and agrees not to assert or pursue any claims or causes of action against the United States with respect to the VAG Site, the Generator Sites, the Additional Site or the Linden Sites including, but not limited to, (i) any direct or indirect claim for reimbursement from the Hazardous Substances Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) ~~through~~under Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9611, 9612, 9613, or any other provision of law; (ii) any claim against the United States, including any department, agency or instrumentality of the United States government not otherwise included in the definition of United States, under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613 related to the VAG Site, the Generator Sites, the Additional Sites or the Linden Sites; or (iii) any claims arising out of response activities at the VAG Site, the Generator Sites ~~or~~, the Additional Sites or the Linden Sites including any claim under the United States Constitution, the ~~Vermont Constitution, the~~ Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law. Nothing in this ~~Agreement~~Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, 40 C.F.R. § 300.700(d).

~~B. G-I's Covenants to Vermont~~

117. ~~119.~~ G-I further covenants not pursue any claims, demands, or causes of action either judicial or administrative, past, present or future, at law or in equity, that G-I may have against any other persons, firms, corporations, or entity, other than G-I's insurance carriers, for

contribution, cost recovery, indemnity, or reimbursement for the costs that G-I will incur pursuant to this Consent Decree related to the VAG Site.

B. G-I's Covenants to Vermont.

118. G-I hereby covenants not to sue and agrees not to assert or pursue any claims or causes of action against Vermont with respect to the VAG Site, including, but not limited to any claim against Vermont under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, 10 V.S.A. § 6615, or any other provision of law, related to the VAG Site, or any claims arising out of response activities at the VAG Site, including any claim under the United States Constitution, the Vermont Constitution, or any other provision of law.

~~of response activities at the VAG Site, including any claim under the United States Constitution, the Vermont Constitution, or any other provision of law~~

XXII. ~~XXII.~~ CONTRIBUTION PROTECTION

~~120.~~119. With regard to all existing or future third-party ~~Claims against G-I~~ claims with respect to the VAG Site, the Generator Sites, ~~and~~ the Linden Sites, or the Additional Sites , including claims for contribution, the parties hereto agree that G-I ~~is~~, its officers, directors, employees, attorneys, direct and indirect subsidiaries, successors, and assigns, and with respect to the VAG Site only, the G-I affiliated entities, are entitled to such protection from actions or ~~Claims~~ claims as is provided by Section ~~1 13~~113(f)(2) of CERCLA, 42 U.S.C. §- 9613(f)(2). ~~Excepted as provided below, for the VAG Site, the Generator Sites, and the Linden Sites, "matters~~ "Matters addressed" in this settlement, as that phrase is used in Section ~~1 13~~113(f)(2) of CERCLA, 42 U.S.C. §- 9613(f)(2), include~~,~~ without limitation, ~~claims~~all response actions taken and to be taken and all response costs incurred and to be incurred by the United States, Vermont, or potentially responsible parties for response costs or natural resource damages ~~at the VAG Site, the Generator Sites or the Linden Sites. With~~. Notwithstanding the foregoing, with respect to the Tri Cities Barrel Superfund Site, ~~Novack~~the Novak Sanitary Landfill Superfund Site, the Maryland Stone Sand and Gravel Superfund Site, and the Colesville Landfill Site "matters addressed" shall be limited to the United States' claims for past and future unreimbursed costs set forth in the United States' Proof of Claim.

120. ~~**XXIII.**~~ G-I expressly reserves any and all defenses it may have against any claims by third parties with respect to any matter, transaction , or occurrence relating in any way to (i) the VAG Site, (ii) the Linden Sites, or (iii) the Generator Sites.

XXIII. RETENTION OF JURISDICTION

121. The ~~U.S.~~ Bankruptcy Court and the ~~Federal~~ District ~~Courts for the District of New Jersey shall~~Court each retain jurisdiction over this case until termination of this ~~Agreement~~Consent Decree, for the purpose of resolving disputes arising under this Decree pursuant to Section ~~XV~~XIV (Dispute Resolution) or entering, partially terminating, or terminating orders modifying this Decree, or otherwise effectuating~~,~~ or enforcing compliance with~~,~~ the terms of this ~~Agreement~~Consent Decree.

XXIV. ~~XXIV.~~ MODIFICATION

122. ~~122.~~ The terms of this ~~Agreement~~Consent Decree, including any Attachments, may be modified only by a subsequent written agreement of the Parties. With respect to any modification that constitutes a material change to this ~~Agreement~~Consent Decree, such written agreement shall be filed with the ~~appropriate~~Bankruptcy Court and effective only upon the Bankruptcy Court's approval. Any modification of a reporting requirement of this ~~Agreement~~Consent Decree shall be deemed a non-material modification. Any disputes concerning modification of this Decree shall be resolved pursuant to Section –XIV of this Consent Decree (Dispute Resolution~~) of this Agreement.~~).

XXV. ~~XXV.~~ PUBLIC PARTICIPATION

~~123.~~ This ~~Agreement~~Consent Decree shall be lodged with the Court for a period of not less than ~~30~~thirty Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States ~~reserves its right~~and Vermont reserve their rights to withdraw or withhold their respective consent if the comments regarding the ~~Agreement~~Consent Decree disclose facts or considerations indicating that the ~~Agreement~~Consent Decree is inappropriate, improper, or inadequate. G-I consents to entry of this ~~Agreement~~Consent Decree without further notice and agrees

123. not to withdraw from or oppose entry of this ~~Agreement~~Consent Decree by the Court or to challenge any provision of the ~~Agreement~~Consent Decree.

XXVI. ~~XXVI.~~ SIGNATORIES/SERVICE

~~124.~~ Each undersigned representative certifies that he or she is fully authorized to enter into this ~~Agreement~~Consent Decree and to execute and legally bind the Party he or she represents

to the terms and conditions of this document. G-I represents that it has authority to legally obligate any of its

124. corporate subsidiaries or affiliates to take all actions necessary to comply with the provisions of this ~~Agreement~~Consent Decree.

125. This ~~Agreement~~Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. ~~G-I agrees~~ The parties agree to accept service of process by mail pursuant to the provisions of Section XX (Notices) with respect to all matters arising under or relating to this ~~Agreement~~Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

XXVII. ~~XXVII.~~ INTEGRATION

126. This ~~Agreement~~Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement of matters addressed in ~~the~~this Consent Decree, and supersedes all prior agreements and understandings, whether oral or written, concerning such matters. Other than the Attachments listed in Section ~~XXX (Appendices~~XXX (Attachments), which are attached to and incorporated in this Decree, and deliverables that are subsequently submitted and approved pursuant to this Decree, no other document, representation, inducement, agreement, understanding, or promise constitutes any part of this Decree or the settlement it memorializes, nor shall evidence of any such document, representation, inducement, agreement, understanding, or promise be used in construing the terms of this Decree.

XXVIII. ~~XXVIII.~~ FINAL JUDGMENT

127. Upon approval and entry of this ~~Agreement~~Consent Decree by the Court, this ~~Agreement~~Consent Decree shall constitute a final judgment of the Court as to the United States, the State of Vermont, and G-I. If this ~~Agreement~~Consent Decree is not entered by the Court for any reason, the United States reserves all rights ~~for~~to injunctive relief, and the Parties reserve all other rights, remedies, and defenses.

XXIX. ~~XXIX.~~ TERMINATION OF INJUNCTIVE RELIEF PROVISIONS

128. Section V of this ~~Agreement~~Consent Decree, ("CAA and RCRA Injunctive Relief at the VAG Site,") shall ~~remain in effect for a minimum period of seven (7) years and nine (9) months after~~terminate at the ~~Lodging Date or until otherwise terminated in accordance with~~earliest of (i) the ~~provisions~~completion by the Trust of ~~this Section~~the Work, (ii) the exhaustion of the cost caps set forth in Paragraph 9, or (iii) the conclusion of Settlement Year Eight.

129. If ~~G-I~~the Trustee believes that the requirements of Section V have been completed in a satisfactory manner~~,~~ or that all applicable cost caps have been ~~reached, and any disputes under the Agreement have been resolved~~exhausted, it may serve upon the United States a Request for Termination of Section V of this ~~Agreement~~Consent Decree along with a written certification that it has met the applicable Section V requirements or that all applicable cost caps have been exhausted.

130. Following receipt by the United States of ~~G-I's~~the Trustee's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement as to whether ~~G-I~~the Trust has satisfactorily complied with the requirements for termination. If the United States, in consultation with Vermont, agrees that the Section V may be terminated, the

Parties shall submit, for the Court's approval, a joint stipulation terminating Section V of this ~~Agreement~~Consent Decree.

131. ~~XXX.~~ If not terminated earlier pursuant to Paragraph 130, Section V of this Consent Decree shall automatically terminate at the conclusion of Settlement Year Eight without further motion of the Parties or order of the Court.

XXX. ATTACHMENTS

132. The following Attachments are attached to and incorporated into this ~~Agreement:~~ Consent Decree and are made binding and enforceable as if fully set forth herein:

Attachment #1 – Site Inventory

Attachment #2 – VAG Statement of Work ("SOW")
Attachment #3 – VAG Site Map
Attachment #4 – Custodial Trust Agreement
Attachment #5 – List of G-I Affiliates
Attachment #6 – Assumption of Liability Agreement
Attachment #7--List of Additional Sites

Dated and ~~entered~~Entered this ~~Day~~ _____ day of ~~___~~, _____, 2009
~~UNITED STATE DISTRICT JUDGE~~

Hon. Rosemary Gambardella
UNITED STATES BANKRUPTCY JUDGE
District of New Jersey

Formatted: Character scal Expanded by / Condensed b
Formatted: Character scal Expanded by / Condensed b
Formatted: Right: 0", Lin Widow/Orphan control
Formatted: Character scal Expanded by / Condensed b
Formatted: Character scal pt
Formatted: Indent: Left: pt, After: 0 pt, Widow/Orph stops: Not at 3.71" + 5.44
Formatted: Character scal Expanded by / Condensed b
Formatted: Character scal pt
Formatted: Character scal Expanded by / Condensed b
Formatted: Indent: Left: Widow/Orphan control

Formatte
0 pt, Line
control

JOHN C. CRUDEN
Acting Assistant Attorney General
~~Acting Assistant Attorney General~~
~~Environment and~~ Environmental and Natural Resources Division

DIANNE M. SHAWLEY
~~DIANNE M. SHAWLEY~~ DAVID L. GORDON
ALAN ~~TENENBANUM~~ TENENBAUM
Attorneys
Environmental Enforcement Section
Environmental and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, ~~D.C.~~DC 20044-7611
(202) 514-0096
~~dianne.shawley@usdoj.gov~~
~~david.l.gordon@usdoj.gov~~
~~alan.tenenbaum@usdoj.gov~~
~~XXXXXXXXXXXXX~~
dianne.shawley@usdoj.gov
david.l.gordon@usdoj.gov
alan.tenenbaum@usdoj.gov

[TBD]
United States Attorney
District of New Jersey

ANTHONY LABRUNA
Assistant United States Attorney
District of New Jersey
970 Broad Street
Newark, New Jersey 07102

Of Counsel:

Gretchen Muench
Sarah Meeks
Enforcement Counsel
Office of Environmental Stewardship
~~US~~U.S. Environmental Protection Agency~~,~~
Region 1
One Congress Street~~,~~
Suite 1100 (SES)
Boston, MA ~~02114~~02144

Amy L. Horner
Attorney~~--~~Advisor
~~US~~U.S. Department of the Interior
Environmental Restoration Branch
1849 C. Street, NW~~(~~
MS 2266~~)~~
Washington, DC 20240.

[Insert Vermont and G-I signature blocks]

Formatte
Expanded

Formatte
Don't keep
2.82"

Formatte
Expanded

Page 15: [1] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [2] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 15: [3] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [4] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [5] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 15: [6] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [7] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [8] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [9] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [10] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [11] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [12] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [13] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [14] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [15] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 15: [16] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 15: [17] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [18] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [19] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [20] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [21] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 2, Indent: Left: 0", Space Before: 0 pt

Page 30: [22] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [23] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 30: [24] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [25] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [26] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [27] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 30: [28] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [29] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [30] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [31] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 30: [32] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [33] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [34] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [35] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [36] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [37] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [38] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [39] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 32: [40] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [41] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [42] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [43] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [44] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [45] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [46] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [47] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [48] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [49] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 34: [50] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [51] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [52] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [53] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [54] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [55] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [56] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [57] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [58] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 36: [59] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [60] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [61] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [62] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 38: [63] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [64] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [65] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [66] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [67] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [68] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 38: [69] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 43: [70] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 43: [71] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 43: [72] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 43: [73] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 43: [74] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt

Page 43: [75] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 43: [76] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 43: [77] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 43: [78] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 43: [79] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 43: [80] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 43: [81] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [82] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Keep with next, Keep lines together, Tab stops: 2.82", Left

Page 45: [83] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 105%, Condensed by 0.55 pt

Page 45: [84] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 45: [85] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [86] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [87] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [88] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [89] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [90] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [91] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [92] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [93] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [94] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [95] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [96] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [97] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [98] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 45: [99] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 47: [100] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Footer, Don't keep with next, Don't keep lines together, Tab stops: Not at 2.82"

Page 47: [101] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 47: [102] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

No underline, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 47: [103] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

No underline, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [104] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [105] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Right: 0", Line spacing: single

Page 54: [106] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 54: [107] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [108] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 54: [109] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single, Keep with next

Page 54: [110] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [111] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single, Keep with next

Page 54: [112] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Right: 0", Line spacing: single, Keep with next

Page 54: [113] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [114] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [115] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 54: [116] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 54: [117] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: First line: 0", Right: 0", Space Before: 0 pt, Line spacing: Double

Page 54: [118] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [119] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 56: [120] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [121] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 56: [122] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [123] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [124] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [125] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [126] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: Times New Roman, 12 pt, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [127] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [128] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [129] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [130] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [131] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 56: [132] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [133] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [134] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [135] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [136] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [137] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [138] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [139] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [140] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [141] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [142] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [143] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [144] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [145] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [146] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 57: [147] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [148] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Left, Indent: Left: 0.5", Right: 0", Line spacing: single

Page 57: [149] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [150] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 57: [151] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, No bullets or numbering

Page 57: [152] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 58: [153] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 58: [154] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 61: [155] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 61: [156] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 61: [157] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Not Expanded by / Condensed by , Kern at 12 pt

Page 61: [158] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 61: [159] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 61: [160] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 61: [161] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 61: [162] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [163] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [164] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [165] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: Not Bold, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [166] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 63: [167] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [168] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [169] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 63: [170] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [171] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [172] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [173] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [174] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 63: [175] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [176] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [177] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [178] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, After: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control, Keep with next

Page 63: [179] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Underline, Character scale: 100%, Kern at 12 pt

Page 63: [180] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Underline, Character scale: 100%, Kern at 12 pt

Page 63: [181] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 63: [182] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by

Page 63: [183] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [184] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [185] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [186] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt

Page 66: [187] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [188] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [189] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Line spacing: single

Page 66: [190] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Space Before: 0 pt

Page 66: [191] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [192] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [193] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 66: [194] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [195] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [196] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [197] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Right: 0", Space Before: 0 pt

Page 66: [198] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [199] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [200] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 66: [201] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [202] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt

Page 66: [203] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 66: [204] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [205] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 66: [206] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Space Before: 0 pt

Page 66: [207] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [208] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [209] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [210] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [211] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: Not Bold, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [212] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 67: [213] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [214] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 67: [215] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [216] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [217] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [218] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [219] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt

Page 67: [220] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [221] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [222] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [223] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 67: [224] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [225] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [226] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [227] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [228] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 67: [229] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [230] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [231] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 69: [232] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [233] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [234] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 69: [235] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [236] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [237] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [238] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 4 + Numbering Style: a, b, c, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 69: [239] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [240] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Right: 0", Space Before: 0 pt, Line spacing: Double

Page 69: [241] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [242] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [243] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [244] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [245] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 69: [246] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [247] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [248] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [249] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [250] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [251] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [252] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 69: [253] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 73: [254] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Line spacing: Double, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 77: [255] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 77: [256] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [257] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [258] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [259] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [260] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [261] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [262] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [263] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [264] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font color: Auto, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [265] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [266] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [267] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font color: Auto, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [268] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 77: [269] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [270] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [271] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Space Before: 0 pt, Line spacing: Double

Page 84: [272] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [273] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [274] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Right: 0", Space Before: 0 pt

Page 84: [275] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 84: [276] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 84: [277] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0", Space Before: 0 pt, Line spacing: Double, Keep with next

Page 84: [278] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single, Keep with next

Page 84: [279] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [280] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 0.5", Space Before: 0 pt, Line spacing: single

Page 84: [281] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 84: [282] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 86: [283] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 86: [284] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 86: [285] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [286] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 98: [287] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 98: [288] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [289] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [290] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [291] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [292] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 98: [293] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [294] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [295] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [296] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [297] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [298] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [299] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [300] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [301] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [302] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Right: 0", Space Before: 0 pt, Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, … + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.75" + Indent at: 0", Widow/Orphan control

Page 98: [303] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [304] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [305] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Font: 12 pt, Character scale: 100%, Kern at 12 pt

Page 98: [306] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Heading 1, Indent: Left: 0", Space Before: 0 pt, Line spacing: single

Page 98: [307] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [308] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [309] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 98: [310] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [311] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Right: 0", Widow/Orphan control

Page 105: [312] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [313] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 105: [314] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [315] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [316] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Right: 0", Widow/Orphan control

Page 105: [317] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Widow/Orphan control

Page 105: [318] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [319] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [320] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [321] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Left, Indent: Left: 3.25", Right: 0", Space Before: 0 pt, Widow/Orphan control

Page 105: [322] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 105: [323] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Space Before: 0 pt, Line spacing: single, Widow/Orphan control

Page 105: [324] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [325] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 105: [326] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Right: 0", Widow/Orphan control

Page 105: [327] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Space Before: 0 pt, Line spacing: single, Widow/Orphan control

Page 105: [328] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Indent: Left: 3.25", Space Before: 0 pt, Widow/Orphan control

Page 106: [329] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 106: [330] Formatted **Christopher Anderson** **3/31/2009 8:12:00 PM**

Character scale: 100%, Kern at 12 pt

Page 106: [331] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 106: [332] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 106: [333] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 106: [334] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 106: [335] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Character scale: 100%, Not Expanded by / Condensed by , Kern at 12 pt

Page 106: [336] Formatted	Christopher Anderson	3/31/2009 8:12:00 PM

Left: 1", Right: 1", Top: 1", Bottom: 1", Section start: Continuous